

## **BOARD OF FIRE COMMISSIONERS**

Kitty Jung, Chair  
Bob Lucey, Vice-Chair  
Marsha Berkgigler  
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, April 19, 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. 9<sup>th</sup> 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](http://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, 2<sup>nd</sup> 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](http://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 March 15, 2016 meeting.

B. Recommendation to approve an Amended and Restated Lease between the State of Nevada, acting through the Division of State Lands for the Division of Forestry (Lessor) and Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District to allow continued use and occupancy of Station 30 located at 4001 Old Highway 395 in Washoe Valley; and if approved, authorize the Chair to execute the Lease.

5. Presentation – Firefighter of the Year Captain Wayne Cirone; Presented by Senior Vice Commander Danny Waldrop, VFW Post 10053, Verdi.

6. Presentation – 2016 Kids Camp; Presented by Captain Black.

7. Presentation and badge pinning of New Employees and Promotions by Chief Moore.

New Employees:

- Thomas Ames
- Jonathan Bernard
- Gary Garrett
- Peter Larsen
- Edwin Martin
- Nicole Stowe

Promotions:

- Christopher Mc Naught – FF/Paramedic
- David Corbit – FF/Paramedic
- Patrick Scheffer – Operator
- Shane Akerson – Operator
- Greg Lompa – Captain
- Jaime Rivera – Captain

- \*8. Fire Chief Report:
  - A. Report and discussion related to fire district operations
  - B. Career Statistics and Report for February 2016
  - C. Volunteer Statistics and Report for February 2016 2015
- 9. Approve a Resolution of the Truckee Meadows Fire Protection District Board of Fire Commissioners declaring its intent to lease property at 3405 White Lake Parkway, Reno Nevada, APN 087-141-24 to the United States Bureau of Land Management for a minimum of \$12,000.00 annually and to set a public meeting on May 10, 2016 at 10:00 a.m. at which objections to the lease may be made by the electors of the Truckee Meadows Fire Protection District.
- 10. Recommendation to approve a two-year Interlocal Agreement between Washoe County for and on behalf of the Washoe County Sheriff's Office and the Truckee Meadows Fire Protection District for dispatch services in an amount not to exceed \$675,000 for fiscal year 2016/2017 and \$825,000 for Fiscal Year 2017/2018.
- 11. Discussion and action on Truckee Meadows Fire Protection District Resolution to transfer \$350,000 from the General Fund Contingency Account to the General Fund Gerlach Fire Services internal order for the purpose of paying temporary staffing costs for Gerlach emergency services.
- 12. Discussion and possible approval to award Request for Proposals 16-001 for two (2) new Water Tenders to Burton's Fire Inc., 1301 Doker Drive, Modesto, CA 95351 for a total award amount of \$687,066.
- 13. Possible Closed Session for the purpose of discussing labor issues with Truckee Meadows Fire Protection District per NRS 288.220.
- 14. 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).
- \*15. 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.
- 16. Adjournment.

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

TUESDAY

9:00 a.m.

MARCH 15, 2016

PRESENT:

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

**16-016F      AGENDA ITEM 3 Public Comment.**

There was no response to the call for public comment.

**CONSENT ITEMS 4A THROUGH 4D**

**16-017F      4A Approval of minutes from the January 26, 2016 meeting.**

**16-018F      4B Approve the retention of Eide Bailly LLP to perform independent audit services and assist with the preparation of the financial statements for Truckee Meadows Fire Protection District for the fiscal year 2015/16 in an amount not to exceed \$38,090.**

**16-019F      4C Approve the retention of Eide Bailly LLP to perform independent audit services and assist with the preparation of the financial statements for Sierra Fire Protection District for fiscal year 2015/16 in an amount not to exceed \$26,250.**

**16-020F      4D Approval of a Regional Hazardous Material Response Agreement between the Truckee Meadows Fire Protection District, City of Reno, and City of Sparks.**

There was no public comment on these items.

**AGENDA ITEM #4A**

MARCH 15, 2016

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On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion duly carried, it was ordered that the Consent Agenda Items 4A through 4D be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 4A through 4D are attached hereto and made a part hereof.

**16-021F**      **AGENDA ITEM 5** Fire Chief Report: A. Report and discussion related to fire district operations. B. Career Statistics and Report for January 2016. C. Volunteer Statistics and Report for January 2016 2015

Chief Moore reviewed the staff report regarding fire station improvements. He stated they were preparing to submit the Special Use Permit (SUP) for Station 14. He said the existing building would be ready to sell once the new building was complete and discussion regarding the sale would be brought back to the Board for direction. He spoke about Station 39 in Galena and explained developing and improving the current building would not be cost effective. He said Station 39 was a very small station, the living quarters were confined with their crew of three, and there was only one bathroom. He stated the building size was not sufficient. He said the project had been altered to include only minor improvements to the existing station, which would give him time to seek a more suitable location on Mount Rose Highway. He stated relocating Station 39 to Mount Rose Highway would improve the response times to many surrounding areas.

Commissioner Lucey commented that the Galena Creek Visitor Center was on United States Forest Service land. He said a new restaurant would be opening in that area soon and he was concerned about possible traffic issues on Mount Rose Highway.

Commissioner Hartung agreed with Chief Moore regarding the site improvements at Station 39 and he thought it was reasonable to seek a more desirable location. He asked about the capacity of the bays at Station 14. Chief Moore stated the station had four bays, all of which could accommodate ladder trucks. He said the station currently accommodated a crew of four although they were making plans to add a second crew in the future.

Chair Jung stated there would be a meeting to discuss public land and she thought the Galena Creek Visitor Center should be included in that discussion. She thought it was good the planned improvements to Station 39 were changed. She thought a large amount of money could be made by selling the property due to its location.

Chief Moore displayed maps for Station 37, which he said was old and had bays that were designed to accommodate only one of the fire engines they owned. He said the County architects had been working on a solution to increase the bay size. He noted the fire station was a modular unit and the SUP was only good until 2016. He said County Planning staff was working to complete a new SUP application and would be asking for an extension. He stated a new location for the station was being sought because the site was constrained and the crew quarters and the bays were not connected.

He said he found a 5-acre parcel of Bureau of Land Management (BLM) land that would be well positioned to serve Hidden Valley and he would be asking for help from the County to secure the parcel. He stated Hidden Valley would be well protected from the south by the Truckee Meadows Fire Protection District (TMFPD) and the Sparks Fire Department would assist with coverage in the north. He indicated he could envision having a dual response with the Sparks Fire Department and the TMFPD for any structure fire in Hidden Valley. He said more items would be added to Station 37 such as a fitness room, storage and the existing bathroom would be remodeled to comply with the Americans With Disabilities Act (ADA). He said that would improve the longevity of the location by three to five years. The vision would be to have a new station in Hidden Valley within five years.

Chief Moore said Open Burning was in process and he noted the importance of honoring the air quality burn control restrictions set by the Health District. He said ditch burning was exempt from restrictions when pollution was high. He indicated more than 600 permits had been issued and the burn season would continue until late March or longer if the moisture continued.

There was no action or public comment on these items.

**16-022F**      **AGENDA ITEM 6** Approve the purchase of thirty-four (34) P25 compliant 800 MHz hand held radios at an estimated cost of \$145,976.49 from Daily-Wells Communications Inc., 3440 E. Houston Street, San Antonio, Texas 78219 utilizing NASPO Contract 06913 as allowed by NRS 332.195 - Joinder or mutual use of contracts by governmental entities.

Chief Moore stated the radio system upgrade was necessary to meet Federal Communications Commission (FCC) standards. He said the upgrade would make the TMFPD fully compliant.

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that the Item 6 be approved.

**16-023F**      **AGENDA ITEM 7** Presentation, discussion and possible direction to staff regarding a petition for modification of the Washoe County Fire Hazard Map for the Estates at Mount Rose Community.

Chief Moore stated a survey to determine fire hazard ratings was performed in 2004 and experts identified the low, medium and high fire danger areas in the County. He said many changes had been made since 2004 and there had been a significant number of defensible space projects. He indicated the citizens within the Estates at Mount Rose approached fire hazards proactively. He said the citizens engaged in seven fuel reduction efforts, developed a community-wide fire protection plan, and

communicated with the TMFPD and the Fire Marshal on a continuing basis. He noted the improvements they made were extraordinary and had significantly reduced the fire risk. He thought it was reasonable to consider the petition to lower the fire hazard rating. He indicated residents within the Estates at Mount Rose had suffered financially because of high homeowners insurance premiums. He stated citizens might benefit from lower insurance rates if staff concluded that a reduction in the fire hazard rating was appropriate. He asked for Board approval to allow staff to evaluate the fire hazard ratings.

On the call for public comment, Thomas G. Daly spoke regarding homeowners insurance and noted several homeowners attempted to receive competitive insurance rates but were informed that some carriers would not insure them due to the high fire hazard rating. He said the rating might have been appropriate 10 years ago, but the community currently consisted of more than 200 acres of streets and houses, which meant the fuel that created the high hazard rating had been removed. He noted the community's residents did not believe they were located in a high danger area. He said any relief the Board could provide would be greatly appreciated.

Sue Chelone concurred with Mr. Daly and Chief Moore about the fire danger. She stated the map of the Estates at Mount Rose indicated they were included in the National Forest and in wildland areas with a different topography. She stated her homeowners insurance rates were much higher than other areas and she thought the efforts in the community warranted a reduction in the hazard rating. She hoped other local communities such as Saddle Horn and Arrowcreek would challenge the rating also.

Ed Smith from the University of Nevada Reno (UNR) Cooperative Extension reviewed the history of the creation of the hazard map and said it was a vegetation fuel map. He stated the different types of vegetation represented various degrees of threat during a wildfire. He said that the Estates at Mount Rose area was in a high vegetation fuel zone, however the community itself was rated as moderate because of building materials and defensible space. He noted insurance carriers viewed the map on the Washoe County Geographical Information System (GIS) site but considered the Estates at Mount Rose as a high fire hazard area because they did not recognize the ignition resistant construction and landscaping. He said when the community wildfire assessment reports were created in 2004 and 2005, the County's wildland urban interface separated the communities designated as Galena and the Mount Rose Corridor.

Commissioner Lucey asked Mr. Smith for clarification.

Mr. Smith continued by stating the 2005 wildfire hazard rating map for the Mount Rose Corridor and the Estates at Mount Rose indicated they were low fuel hazard areas, then in 2009 they were upgraded to high fuel hazard areas. He said the wildland fuel did not exist within the community; therefore, the community should be considered for a lower hazard rating.

Chief Moore said a group including the Nevada Department of Forestry (NDF), the Fire Districts and local wildfire professionals worked together to create the

fuel hazard map. Resource Concepts Incorporated was the consulting firm who led the map's creation. He did not know the methodology used but he said it seemed reasonable to view the communities within the context of the map to determine whether they could be separated into sections that would make sense.

Chair Jung said she thought an evaluation was reasonable considering the map was created 11 years ago and the community's land use had changed dramatically. She wanted to have the entire County reviewed and the fire hazard ratings reassessed accordingly. She indicated the fire hazard ratings did not take into consideration the new fire station and faster response times.

Commissioner Lucey concurred with Chair Jung and asked whether Chief Moore had staff that could perform the assessment.

Chief Moore said he had staff that could assess the Estates at Mount Rose, but he did not have enough staff to reassess the entire County. He thought it would be about a year before the assessment could be completed and he explained there were many aspects to be considered including fuel types, geography and development.

Chair Jung told Chief Moore that he had the authority to conduct the study and to ensure the due diligence was completed.

Commissioner Berkbighler agreed with performing a complete countywide assessment. She noted that Commissioner Herman had concerns about the North Valleys just as she did about the South Valleys. Commissioner Berkbighler did not want the project to be delayed and asked whether it could be approved with direction given to Chief Moore to move forward and bring the results back to the Board. She had concerns about homeowner's insurance rates being unreasonably high in the Estates at Mount Rose area.

Commissioner Herman thought the areas with the most significant insurance issues should be reassessed first. She asked if it would cost less if one area was assessed at a time.

Chief Moore stated they could conduct the study on one area at a time and it would be considerably less expensive, although it would take longer to complete. He stated Arrowcreek already petitioned to receive an assessment.

Commissioner Herman said citizens in Palomino Valley were struggling to get homeowners insurance and home sales were down because people could not obtain loans without homeowners insurance.

Commissioner Hartung said residents in fire hazard areas had been able to obtain grants for fuel reduction but he wondered if that would change.



Chief Moore said it could affect the ability to obtain grants but there were recommendations for the next fiscal budget to assist the communities with projects to help reduce hazards. He noted that perhaps District staff could participate by providing advice and support.

On motion by Commissioner Lucey, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that the Item 7 be accepted and directed.

**16-024F**      **AGENDA ITEM 8** Discussion and possible approval or modification of a list of evaluators for a 360 degree evaluation for the Fire Chief's annual performance review and direction to staff to develop a survey and distribute the survey to the evaluators.

Chief Moore stated he developed a list of the evaluators for his annual review. He said the Board could add or subtract people or businesses as necessary.

Chair Jung stated this was the same evaluation as last year's and it would be completed every year. She asked Chief Moore to include the Reno Fire Department on his list.

Commissioner Lucey thought there would be sufficient feedback regarding Chief Moore's performance which would establish a true evaluation.

Chair Jung asked about adding Kim Toulouse to the list. She said he was very involved and would be a great resource for input.

On the call for public comment, a letter from Ross K. Rytting was submitted and placed on file with the Clerk.

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

**16-025F**      **AGENDA ITEM 9** Announcements/Reports.

Chief Moore stated the strategic plan refresh would be held at the Washoe County Complex on March 17th.

Commissioner Lucey thanked Chief Moore and his staff for providing coverage to the Gerlach area. He suggested creating a position for a Fuel Management Officer who could assist with the fire hazard assessments. He was excited for the strategic plan refresh and said the session would bring citizens together to discuss the direction for the next 5 to 10 years.

Chief Moore stated Commissioner Lucey had been asking about a succession plan. He indicated in his report there was a document that identified the steps

one needed to take to advance to the next level. He explained it was an ongoing process. He said he wanted to review entry-level staff for career path advancement and upper management staff to ensure there were qualified candidates for the Chief's position when the time came. He heard from staff that additional mentoring was needed to prepare for advancement. He noted his staff was excited about the succession planning and he thought it was important to hone the skill levels of the firefighters before the senior firefighters retired. He said the strategic planning process would create a vision for the future. He indicated his goal was to determine what issues were important and to act on them.

Commissioner Lucey applauded Chief Moore for his report and the progress he was making. He thought there were time restrictions for firefighters to advance and wanted to see them advance faster if possible.

Commissioner Hartung asked for a presentation about the benefits of using Construction Manager at Risk (CMAR) and the requirements for a contractor to apply.

**16-026F**      **AGENDA ITEM 10** Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters and negotiations.

There was no Closed Session.

**16-027F**      **AGENDA ITEM 11** Public Comment.

Cathy Brandhorst spoke about matters of concern to herself.

\* \* \* \* \*

**9:54 a.m.** There being no further business to come before the Board, on motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, the meeting was adjourned.

**KITTY K. JUNG**, 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:*  
*Doni Gassaway, Deputy County Clerk*



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT BOARD MEETING DATE: April 19, 2016

CM/ACM \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** March 30, 2016

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

**FROM:** Dave Solaro, Arch., P.E., Director  
Community Services Department, 328-2040, [dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)

**THROUGH:** Charles A. Moore, Fire Chief

**SUBJECT:** Recommendation to approve an Amended and Restated Lease between the State of Nevada, acting through the Division of State Lands for the Division of Forestry (Lessor) and Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District to allow continued use and occupancy of Station 30 located at 4001 Old Highway 395 in Washoe Valley; and if approved, authorize the Chair to execute the Lease. (Commission District 2)

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### **SUMMARY**

Approval and execution of an Amended and Restated lease for continued occupancy of Station 30 in Washoe Valley. The original lease agreement executed in 2006 has been amended one time to reflect additional use of a portion of the premises that was originally utilized by the Nevada Division of Forestry. In 2010 the Division of State Lands granted a Right-of-Entry which authorized the construction of a wind turbine on the property. Operation, maintenance, and ownership of the wind turbine was not included into the lease; this action amends and restates the original terms of the lease and includes the full property use with terms appropriate to the operation, maintenance, and ownership of the wind turbine.

### **PREVIOUS ACTION**

June 6, 2010 – The Board of Fire Commissioners approved Amendment number one to the lease to allow the use of previously exclude areas.

June 8, 2006 – The Board of Fire Commissioners approved the Cooperative Agreement for the provision of fire services.

December 6, 2006 – The Board of Fire Commissioners approved the Lease Agreement for use of the site known as Station 30.

### **BACKGROUND**

The State of Nevada, Division of Forestry approved a cooperative services agreement in 2006 whereby Sierra Fire Protection District would use, operate and provide fire services from the State owned property located at Bowers Mansion, Station 30. The original Lease executed in December 2006, excluded the use of the residence and one apparatus bay.

**AGENDA ITEM #4B**

Sierra Fire Protection District (SFPD) offices were at one time located within leased space on Wedge Parkway. However, due to fiscal challenges the property owner was unable to provide contractually obligated services and with the verbal approval of the Nevada Division of Forestry, the SFPD offices were relocated to the residence at Station 30. The ability to use and occupy this location created a substantial lease saving for the Fire District. The Fire District and State amended the lease to allow the previously excluded areas.

In 2010 the Division of State Lands granted a Right-of-Entry which authorized the construction of a wind turbine on the property. The operation, maintenance, and ownership of the wind turbine was not included into the lease by amendment; however, it is necessary to include language into the lease, this action amends and restates the original terms of the lease and includes terms appropriate to the operation, maintenance, and ownership of the wind turbine.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action. The Fire District has been in occupancy and currently has funding approved for the operation and maintenance of this location.

### **RECOMMENDATION**

It is recommended the Board of Fire Commissioners approve an Amended and Restated Lease between the State of Nevada, acting through the Division of State Lands for the Division of Forestry (Lessor) and Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District to allow continued use and occupancy of Station 30 located at 4001 Old Highway 395 in Washoe Valley; and if approved, authorize the Chair to execute the Lease.

### **POSSIBLE MOTION**

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

*"I Move to approve an Amended and Restated Lease between the State of Nevada, acting through the Division of State Lands for the Division of Forestry (Lessor) and Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District to allow continued use and occupancy of Station 30 located at 4001 Old Highway 395 in Washoe Valley; and if approved, authorize the Chair to execute the Lease."*



FOR 2/DMM/13575/4380  
WASHOE COUNTY  
APN: 046-021-03

Return to:  
DIVISION OF STATE LANDS  
901 S. STEWART ST., SUITE 5003  
CARSON CITY NV 89701

**LEASE**  
**RESTATED & AMENDED**  
**BOWERS FIRE STATION**

THIS RESTATED AND AMENDED LEASE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS and the State Land Registrar, for and on behalf of the NEVADA DIVISION OF FORESTRY, hereinafter referred to as LESSOR and the TRUCKEE MEADOWS FIRE PROTECTION DISTRICT, on behalf of itself and the SIERRA FIRE PROTECTION DISTRICT, hereinafter referred to as LESSEE.

**WITNESSETH:**

WHEREAS, the STATE OF NEVADA, owns the property known as Station 30 (Bowers), located at 3905 South US 395, formerly described as 4001 Old Hwy 395, Washoe County Assessor's Parcel Number 046-021-03, Washoe County, Nevada. Said property is administered by the NEVADA DIVISION OF FORESTRY; and

WHEREAS, pursuant to NRS 277.105, Washoe County for and on behalf of SIERRA FIRE PROTECTION DISTRICT, LESSEE and the DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES for and on behalf of the DIVISION OF FORESTRY, the MANAGING AGENCY, hereinafter referred to as the PARTIES, entered into a COOPERATIVE AGREEMENT dated June 8, 2006, for the provision of fire services; and

WHEREAS, the PARTIES entered into a Lease Agreement on December 6, 2006 for the described premises, excluding the use of the ONE (1) apparatus bay on the south side of the parking structure and the ranger's residence, for the purposes of consolidating fire protection services; and

WHEREAS, said Lease Agreement was amended through the Lease Amendment dated June 6, 2010 to extend use thereto of the previously excluded structures; and

WHEREAS, LESSOR granted an Authorization to the LESSEE for the installation of a wind turbine upon the property for wind generated power to the buildings and property on December 2, 2010. Accordingly, LESSEE entered into an Interconnection Agreement for Net Metering of Renewable Energy Generating Facilities with Sierra Pacific Power Company d/b/a NV Energy or Nevada Power Company, d/b/a NV Energy for the purpose of interconnecting facilities (wind generator) and operating in parallel with NV Energy's distribution system; and

WHEREAS, on April 1, 2012, Sierra Fire Protection District ("SF") and Truckee Meadows Fire Protection District ("TM") entered into an Inter-local Agreement to streamline fire services and consolidate SF operations into TM; and

NOW THEREFORE, the LESSOR and LESSEE agree to restate and amend the 2006 Lease Agreement to now read as follows:

**1. PREMISES:** LESSOR does by these presents lease unto LESSEE Station 30 located at 4001 Old Highway 395, consisting of but not limited to a FIVE (5) bay station, ranger residence, sand shed, wind turbine and appurtenances, Washoe County Assessor's Parcel Number 046-021-03 as shown on **EXHIBIT A** attached hereto and by reference made a part hereof.

**2. USE OF THE PREMISES:**

(A) The premises will be used for fire protection services provided by the LESSEE. All activities must be compatible with and not interfere with the fire protection services use of the property. Should LESSOR notify LESSEE of any incompatible activity or interference, the activity will cease immediately.

(B) LESSEE shall not permit the premises to be used for any business or commercial enterprises, or for any other purpose, without the written consent of LESSOR.

**3. TERM:** The term of this Lease is for TWENTY-FIVE (25) years commencing on February 15, 2007 or upon approval of the Board of Examiners (BOE), whichever is later and ending on February 15, 2032, unless sooner terminated in whole or in part as hereinafter provided, or extended. This Lease may be extended with or without modifications with the consent of the parties hereto and with such approvals as may be required by law.



**4. HOLDOVER TENANCY:** Should LESSEE holdover the term hereby created with the consent of LESSOR, LESSEE shall become a tenant from month to month on the terms herein specified.

**5. CONSIDERATION:** Pursuant to NRS 277.105 the PARTIES entered into a Cooperative Agreement dated June 8, 2006 for the provision of fire services. The public benefit received from the fire protection services to be rendered as a result of the Cooperative Agreement are recognized as good and valuable consideration for the purposes of this Lease, the receipt and sufficiency of which are hereby acknowledged.

**6. ORDINANCES AND STATUTES:** The LESSEE shall comply with all local ordinances, statues, and requirements of all state authorities now in force or which may hereinafter be put into force pertaining to the premises or use of the premises.

**7. UTILITIES:** The LESSEE agrees to be responsible for and pay all costs associated with the following:

**A.** Any and all utilities, including, but not limited to electric, gas, water, sewer, phone and any other personal communication services.

**B.** Be responsible for any obligations and costs associated with the wind turbine as outlined in the Interconnection Agreement for Net Metering of Renewable Energy Generating Facilities with Sierra Pacific Power Company d/b/a NV Energy or Nevada Power Company, d/b/a NV Energy. LESSEE shall receive any benefit or reimbursement derived from the aforementioned wind turbine and Net Metering Agreement during the term of this lease.

C. Be responsible for irrigation costs associated with maintenance of

landscaping adjacent to the areas they occupy as depicted on **EXHIBIT A**.

**8. MAINTENANCE AND REPAIR:** The LESSOR shall be responsible and pay for all costs of the maintenance and repairs or replacement of all capital assets, including the property, buildings, equipment and contents that are needed due to more than normal wear and tear. LESSEE agrees to be responsible for all maintenance of the premises in good and safe condition at LESSEE'S expense, including but not limited to the following:

A. Be responsible and pay for all associated repair costs of the well upon the property.

B. Be responsible for all maintenance and operable costs of the wind turbine as outlined in the aforementioned Interconnection Agreement.

C. Maintain and repair the asphalt upon the driveway, access and parking areas.

D. Irrigate, maintain, repair landscaping and vegetation on the premises in a healthy manner including regular watering, fertilizing, mowing and pruning of all lawns, shrubs, trees and other vegetation.

E. Be responsible for maintaining and keeping in good working order all heating, plumbing, electrical and irrigation systems as well as other permanent fixtures on the leased premises during the term of this Lease. LESSOR will not provide repair service on appliances.

F. Provide regular removal of all trash and debris.

**G.** LESSEE shall be responsible for maintaining all floor and floor coverings, and interior and exterior wall surfaces.

**H.** LESSEE agrees to check all smoke detectors on a regular basis and replace the batteries if necessary.

**I.** LESSEE is responsible for any needed major repairs including but not limited to roofing, painting, remodeling, heating, plumbing and/or electrical upgrades with prior approval from LESSOR.

**J.** LESSEE agrees to keep the areas around buildings maintained in very good condition and free of debris and snow. All vehicles stored on the premises shall be registered and operational.

During the period of this Lease, LESSOR shall reserve the right, but not the obligation, to inspect the premises upon reasonable notice to the LESSEE.

**9. ALTERATIONS, ADDITIONS & IMPROVEMENTS:** LESSEE may request, at any time during the lease term, subject to the prior written approval of LESSOR and entirely at LESSEE'S expense, to make alterations, additions or improvement in and to the Leased Premises and Buildings. Any such alteration, addition or improvement including but not limited to, structural, electrical, or plumbing shall be performed in a workmanlike manner, in accordance with all applicable laws, governmental regulations, codes and and/or permits from the State Public Works Division pursuant to NRS 341. Any such alteration, addition or improvement shall not weaken or impair the structural strength or lessen the value of the Leased Premises or buildings.

All improvements on or in the premises at the commencement of the Lease term and any that may be erected or installed therein are or shall become part of the premises, except that all moveable fixtures installed by LESSEE shall be and remain their property and shall not become the property of LESSOR.

A) LESSEE is required to secure and maintain all required authorizations and permits for operation of the wind generator and associated equipment. The installation of the wind turbine is a tenant improvement and in the event the LESSEE vacates the property and should the LESSOR desire to continue use of said improvement, LESSEE will transfer ownership to LESSOR and shall facilitate the reassignment of the Interconnection Agreement with NV Energy to reflect LESSOR as the owner. Should the structure need to be removed from the property, it will be done so at the LESSEE'S expense within 30 calendar days of written request by LESSOR. LESSEE will return the premises to the original condition before installation of the equipment and agrees to be responsible for any liability incurred as a result of installation, use or removal of the equipment.

At its own expense LESSEE will return the buildings with the LESSOR'S equipment and contents, to the LESSOR in a condition and state of repair that is comparable to the building's condition when first occupied by LESSEE, normal wear and tear excepted. It is expressly understood and agreed that the LESSEE is solely responsible for maintaining and keeping in good working order the leased premises and buildings during the term of this Lease.

**10. PROPERTY DAMAGE:** LESSEE agrees to reimburse any and all damage caused by LESSEE, its clients or staff. In the event that the premises or appurtenances thereto are destroyed or damaged beyond repair by any cause and the damage is not covered by insurance, the LESSEE, at its sole expense and within reasonable time, shall replace the same with improvements and facilities of the same kind and purpose and of at least the same quality, size and capacity as those damaged or destroyed. Until the destroyed or damaged portions are fully and permanently rebuilt or replaced, LESSOR shall not be responsible for providing LESSEE with an alternate or temporary facility. LESSEE, at its sole expense, shall pay for building permits, land modifications and other acts which are required by law, regulation or code.

**11. INDEMNIFICATION:** LESSEE, its agents and/or contractors, agree to save, defend and keep LESSOR free and harmless from any loss, damage, injury or claim arising from LESSEE'S occupancy of the demised premises or grounds, and LESSEE hereby agrees to defend and hold harmless LESSOR from any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises on account of or by reason of any injuries or property damage growing out of LESSEE'S occupancy of the premises or grounds. LESSEE does hereby release LESSOR from any and all liability for loss and damage to the real or personal property located on the demised premises, whether belonging to LESSOR or to any third person or persons, and occurring from any cause whatever, and including, but not limited to fire, lightning, floods and perils of windstorm,

hail, explosion, riot, rioting, attending a strike, civil commotion, aircraft, vehicles and smoke.

**12. INSURANCE:** LESSEE, at its expense, will insure the demised Premises and its tangible assets against any loss with extended coverage property policies. In addition, LESSEE shall, at its own expense, obtain and keep in force during the term of this Lease, a liability policy with Combined Single Limit Bodily Injury and Property Damage coverage insuring the LESSEE against any liability arising out of the use and maintenance of the described property and all other areas appurtenant thereto. Such insurance shall be in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. The limits of said insurance shall not limit the liability of the LESSEE hereunder. All insurance proceeds from casualty losses shall be payable as hereinafter provided. LESSEE shall furnish to LESSOR certificates evidencing such coverage throughout the Lease term. All such insurance shall be with insurers that are acceptable to the LESSOR, shall name LESSOR, as additional insured. Such insurance shall not be canceled or modified materially without LESSEE first giving written notice thereof to LESSOR at least THIRTY (30) DAYS in advance of such cancellation or modification. All such insurance shall contain a provision making any losses payable to LESSEE and LESSOR, as their respective interests may appear. If LESSEE is self-insured, LESSEE shall provide proof acceptable to the LESSOR's Risk Manager of sufficient levels of coverage upon commencement of the Lease term.

**13. WORKMAN'S COMPENSATION INSURANCE:** The LESSEE shall purchase and maintain workers' compensation for any paid and volunteer employees as

required by NRS Chapters 616 and 617. A certificate evidencing coverage shall be filed with the LESSOR.

**14. WAIVER OF SUBROGATION:** LESSOR and LESSEE hereby waive any rights each may have against the other for loss or damage to its property in which it may have an interest where such loss is caused by a peril of the type generally covered by fire insurance with extended coverage or arising from any cause pertaining to structures which the claiming party was obligated to insure against under this Lease, and with respect to structural damage for which coverage exists, each party waives any right of subrogation that it might otherwise have against the other party, any additional designated insured and any other tenant in the building. The parties agree to cause their respective insurance companies insuring the premises or insuring their property on or in the premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier that the foregoing mutual waiver of subrogation is contained in this Lease.

**15. PEACEFUL AND QUIET ENJOYMENT:** LESSOR agrees to defend the title of the Leased premises and LESSOR does hereby covenant and agree that LESSEE occupying the premises and observing the covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the said premises during duration of this Lease without any hindrance, interruption, injection or molestation by LESSOR or any other person or persons.

**16. UNLAWFUL CONDUCT:** LESSEE shall not use, permit or cause to be used any part of said premises for any unlawful conduct or purpose. This Lease may be

cancelled by LESSOR with a FIFTEEN (15) day notice for such unlawful conduct. In the event of such cancellation, LESSOR shall not prorate or rebate any rental payments or have any other responsibility to LESSEE regarding this Lease agreement. In the event that a client of LESSEE is involved in any unlawful conduct or activity and this Lease is cancelled, LESSEE shall have the opportunity to provide a Corrective Plan to the MANAGING AGENCY detailing the corrective action being taken by LESSEE. If, in the determination of the MANAGING AGENCY, the corrective action is sufficient to mitigate the conduct, the MANAGING AGENCY may advise LESSOR to waive the cancellation of the Lease.

**17. TERMINATION:** This lease will terminate at the end of the term of this Agreement as set forth in Paragraph 3 above or upon the termination of the Cooperative Agreement between the parties executed on June 8, 2006, whichever is earlier. Furthermore, in the event LESSEE no longer needs these Premises for the stated purpose, LESSEE may cancel this Agreement by giving LESSOR SIX (6) months prior written notice of its intention to terminate this Agreement, provided however, that LESSEE is not in default of any of the terms contained in this Agreement. Upon termination of the Lease, LESSEE will return the buildings with the LESSOR'S equipment and contents, to the LESSOR in a condition and state of repair that is comparable to the building's condition when first occupied by LESSEE, normal wear and tear excepted.

**18. ENTRY AND INSPECTION:** LESSEE shall permit LESSOR or their agents to enter the premises at any time for the purpose of inspecting the same.



**19. CHOICE OF LAW:** The parties agree that this Lease is governed by the laws of the State of Nevada.

**20. ATTORNEYS' FEES:** In case suit shall be brought for the recovery of any rent due under the provision of the Lease, or for LESSEE'S breach of any other condition contained herein, LESSEE agrees that any judgment which may be entered in favor of either party to such proceeding may include a reasonable attorney's fee to be fixed by the court, which sum the losing party shall pay to the prevailing party.

**21. BREACH OR DEFAULT:** In the event of any failure by LESSEE to keep and comply with any of the terms, covenants or provisions of this Lease or any breach by LESSEE, LESSEE shall have THIRTY (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach. In the event of breach or default by LESSEE, which is not removed or cured within the time limits set forth above, LESSOR may, in addition to any other right of reentry or possession and at LESSOR'S sole option, consider the Lease forfeited and terminated and may reenter and take possession of the leased premises, removing all persons and property therefrom with prior notification to LESSEE so that arrangements concerning the removed property can be made. In the event of such forfeiture and termination of this Lease, LESSOR shall not prorate or rebate any rental payments or have any other responsibility to LESSEE regarding this Lease agreement.

**22. TAXES:** LESSEE shall use the demised premises only for the purposes heretofore stated and it is understood and agreed that should real property taxes be due or owing upon the demised premises LESSEE shall have responsibility to pay them. LESSOR

shall also have no responsibility to pay any personal property taxes because of any personal property brought upon or used in connection with the demised premises, and LESSEE will indemnify LESSOR therefore should such taxes at anytime be assessed.

**23. SUBLEASING:** Subleasing of the building premises for other public or governmental purposes may be permitted with advanced written concurrence from LESSOR.

**24. WAIVER:** The failure of LESSOR to insist upon strict performance of any of the covenants and agreements to this Lease or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

**25. REMEDIES:** The remedies given to LESSOR shall be cumulative, and the exercise of any one remedy by LESSOR shall not be to the exclusion of any other remedy.

**26. NOTICES:** All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested to LESSOR or to LESSEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

**LESSOR'S ADDRESS:**

Division of State Lands  
901 S. Stewart St., Ste. 5003  
Carson City, Nevada 89701

**LESSEE'S ADDRESS**

Truckee Meadows Fire Protection District  
1001 E. 9<sup>th</sup> Street, Bldg D, 2<sup>nd</sup> Floor  
Reno, Nevada 89512

**27. AMENDMENT OR MODIFICATION:** This Lease may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing executed and dated by the parties hereto.

**28. WARRANTIES:** LESSOR makes no warranty as to the condition of or the adequacy of the leased premises for the proposed uses of LESSEE.

IN WITNESS WHEREOF, the parties hereto have subscribed this Lease the day and year first above noted.

**LESSOR:**  
**STATE OF NEVADA,**  
**Division of State Lands**


By: \_\_\_\_\_  
CHARLES DONOHUE  
Administrator and Ex-Officio  
State Land Registrar

STATE OF NEVADA            )  
  : ss  
CARSON CITY                )

On \_\_\_\_\_, 20\_\_ personally appeared before me, a Notary Public, CHARLES DONOHUE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above instrument.


\_\_\_\_\_  
Notary Public

**APPROVED as to Form:**  
**ADAM PAUL LAXALT**  
**Attorney General**

By:   
LORI M. STORY  
Senior Deputy Attorney General  
For Nevada Division of State Lands

Date: December 18, 2015

**APPROVED as to Form:**  
**ADAM PAUL LAXALT**  
**Attorney General**

By:   
BRYAN STOCKTON  
Deputy Attorney General  
For Nevada Division of Forestry

Date: 21 DEC 15

**APPROVED:**  
**DIVISION OF FORESTRY**

By:   
BOB ROPER  
State Forester/Fire Warden

Date: 12/31/15

**LESSEE:**

By: \_\_\_\_\_

STATE OF NEVADA )

On \_\_\_\_\_, 20\_\_ personally appeared before me, a Notary Public, \_\_\_\_\_, as Commissioner, who acknowledged that he executed the above instrument for and on behalf of the County of Washoe as authorized by the Board of County Commissioners.

**Notary Public**



0 25 50 100  
Feet

**BOWER'S MANSION FIRE STATION  
APN 46-021-03  
WASHOE COUNTY, NV**

-  SUBJECT PARCEL
-  RESIDENCE
-  RESIDENTIAL PARKING AREA
-  2010 ADDITIONAL GARAGE BAY LEASE
-  ORIGINAL GARAGE BAY LEASE

EXHIBIT A

Department of  
Conservation &  
Natural Resources



*This map has been prepared for the use of the Nevada Division of State Lands for illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.*



FOR 2: BOWERS MANSION FIRE STATION

PORTIONS OF  
SECTIONS 2 & 3,  
T16N - R19E

RECEIVED BY THE DIRECTOR, 1998 JAN 29





## **MEMORANDUM**

April 12, 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 February 2016

This memorandum highlights fire district operations for the month of February 2016 and presents statistical summaries for career and volunteer operations and training.

I will provide other updates to the Board at the regular meeting.





# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT MONTHLY REPORT

**February 2016**

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		2		3								6
Wildland Fire													0
Vehicle/Trash/Other Fire	1		2		2	1		1	1	1	1		10
Emergency Medical Services	50	33	149	23	112	39	3	19	28	16	5		477
Motor Vehicle Accident	4	1	12	4	7	1	8	2	2	1	2		44
Rescue													0
Haz-Mat/Hazardous Condition	3	1	3	4		1		1	2	1			16
Public Assist	8	2	10	2	1	5			3	2			33
Good Intent Call	21	2	26		11	3	3	7	4	18	9		104
Activated Fire Alarm	2	7	4	1	5	1	1		2		3		26
Severe Weather Related													0
Other													0
<b>FEBRUARY 2016 TOTAL</b>	<b>90</b>	<b>46</b>	<b>208</b>	<b>34</b>	<b>141</b>	<b>51</b>	<b>15</b>	<b>30</b>	<b>42</b>	<b>39</b>	<b>20</b>	<b>0</b>	<b>716</b>
<b>FEBRUARY 2015 TOTAL</b>	<b>94</b>	<b>53</b>	<b>146</b>	<b>24</b>	<b>107</b>	<b>55</b>	<b>14</b>	<b>37</b>	<b>41</b>	<b>30</b>	<b>23</b>	<b>1</b>	<b>625</b>

*In the month of February, 2016 the TMFPD responded to 716 incidents, for a cumulative total of 8,765 incidents in the past twelve months.*

*\*Career personnel are currently staffing the Gerlach Volunteer Fire Station. Gerlach's call volume is reported in the Volunteer Report.*

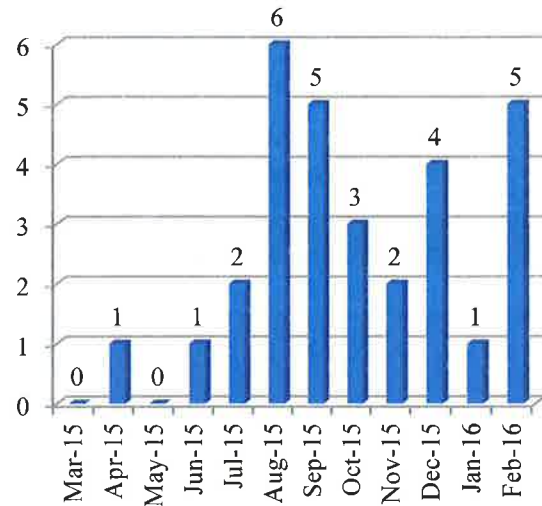
### Fire Loss to Value Comparison – February 2016

#### February 2016 Fire Loss/Save



Total Structure Value: \$ 480,427  
 Total Structure Conserved: \$ 291,927  
 Total Structure Loss \$ 188,500

#### Structure Fires



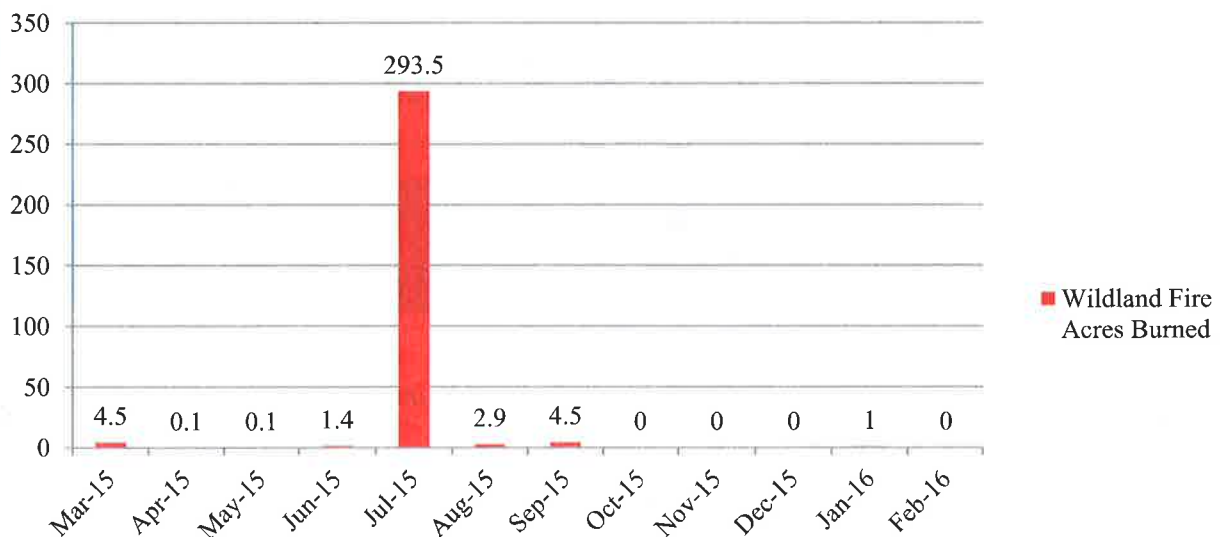
#### Rolling Year Statistics

TMFPD responded to 5 structure fires in February 2016, for a total of 30 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 - February 2016

#### One Year History: Wildland Fire Acres Burned



In the month of February 2016, 0 acres were burned. As of February 31, 2016, 308 acres burned in the past twelve months.

**Mutual Aid Given and Received - February 2016**

<b>Mutual Aid Given &amp; Received by Department</b>		
<b>DEPARTMENT</b>	<b>AID GIVEN</b>	<b>AID RECEIVED</b>
Bureau of Land Management	0	0
Carson City FD	0	0
Eastfork FD	0	0
Nevada Division of Forestry	0	0
North Lake Tahoe FPD	0	0
North Lyon County FPD	0	0
Pyramid Lake Fire	0	1
Reno FD	2	1
Reno/Sparks Indian Colony	1	0
Sierra County, CA	0	0
Sparks FD	7	3
Storey County FPD	1	1
Truckee Fire, CA	0	0
US Forest Service	0	0
<b>TOTAL</b>	<b>11</b>	<b>6</b>

The TMFPD received aid 6 times from neighboring agencies and provided aid 11 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.

<b>Station by Commission District</b>		
<b>Station</b>	<b>District</b>	<b>Commissioner</b>
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	5/1	Herman/Berkbigler
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:**

#### **Structure Fire – Station 17 (Spanish Springs); Monumental Circle**

##### **Commission District 4**

##### **2 in/2 out Required**

##### **Automatic Aid Received from Sparks Fire**

On February 1<sup>st</sup> at 14:12 hours, crews responded to a report of a structure fire. TM Crews arrived to find a vehicle being parked in a garage had struck a gas line feeding their furnace and water heater, causing a gas leak and subsequent ignition, burning the area around the furnace, water heater and up into the attic. Neighbors were instrumental in limiting the damages by shutting the gas off to the home. Crews removed smoldering insulation and stopped extension of the fire. Red Cross assisted the occupants until repairs could be completed.

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

**Structure Fire – Station 17 (Spanish Springs); Quaking Aspen  
Commission District 5  
2 in/2 out Required**

On February 3<sup>rd</sup> at 09:55 hours, crews responded to a report of a structure fire in Palomino Valley, nearly 20 miles from the nearest TM station. TM Crews brought their resources in addition to the tender at Palomino Valley VFD due to the remoteness from available water sources. The garage was a total loss, with fire extending into the primary residence upon arrival. Crews aggressively attacked the primary residence, making entry into the first and second floors of the residence and stopping the fire from progressing through the structure. Salvage was initiated immediately, saving nearly all personal belongings in the home. Fire was stopped in the initial area of exposure. Salvage and overhaul continued on both the house and then the garage. Crews did an excellent job stopping the fire and salvaging personal belongings. Red Cross assisted the occupant.

4 TM Engines, 3 TM Water Tenders, 1 TM Training Captain, 1 TM Fire Marshal, and 1 TM Battalion Chief responded to this incident.

**Extrication Accident – Station 15 (Sun Valley); El Rancho Drive  
Commission District 5  
Automatic Aid Received from Sparks Fire**

On February 3<sup>rd</sup> at 16:28 hours, crews were dispatched to a head on collision with two vehicles requiring extrication. Two passengers were extricated and two additional occupants were treated and transported. Sparks Fire provided automatic aid, REMSA responded with two ambulances. One TM Firefighter/Paramedic was sent in the ambulance to provide treatment to a critical patient during transport.

2 TM Engines, 1 TM Battalion Chief, 1 Sparks Fire Engine and 1 Sparks Battalion Chief responded to this incident.

**Extrication Accident – Station 30 (West Washoe Valley); I-580NB at Galena Creek Bridge  
Commission District 2**

On February 4<sup>th</sup> at 00:18 hours, crews responded to a reported rollover motor vehicle accident requiring extrication involving multiple vehicles. Crews arrived on scene to find one vehicle on its roof with major damage, injured driver trapped inside. The second vehicle struck the first vehicle, resulting in moderate damage and minor injuries. Engine Companies 30 and 39 (Galena Forest) worked to stabilize the vehicle and extricate the occupant. I-580 was closed and Careflight was landed on the highway. The patient was extricated from the vehicle and care was transferred to Careflight.

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

**Vehicle Fire – Station 35 (Mogul); Mayberry Park/Woodland Avenue  
Commission District 1  
Automatic Aid Received from Reno Fire**

On February 23<sup>rd</sup> at 09:07 hours, Reno Fire Engine 11 was dispatched to a vehicle fire at Mayberry Park under Automatic Aid. Upon arrival crews discovered an intact vehicle with a smoking rag in the fuel inlet. They extinguished the rag and requested for an investigator. TM Battalion Chief 3 responded, working with WCSO to investigate the fire and record evidence for their investigation. Photos were taken and the vehicle was towed for further investigation.

1 TM Battalion Chief and 1 Reno Engine responded to this incident.

**Extrication Accident – Station 15 (Sun Valley); Sun Valley Blvd.  
Commission District 3**

On February 26<sup>th</sup> at 03:37 hours, Crews responded to a motor vehicle accident requiring extrication. Crews arrived on scene to find a vehicle that had rolled unknown times, coming to rest on its top with the driver trapped inside, suspended in the air by the seatbelt. Engines 15 and 17 (Spanish Springs) worked to rescue the driver by stabilizing the vehicle and removing the door. Once the patient was cut from the seatbelt, crews packaged patient with full c-spine stabilization onto the backboard, removed the patient from the vehicle and placed patient onto the gurney. Care was transferred to Remsa for transport.

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

**Training**

- EMS Training: Burn Management
- EMS Training: Cyanokit Review
- Body Ergonomics and Lifting Training
- Search and Rescue Drills
- Legal Writing and Tissue Donation
- TRIAD Hazmat Training
- Initiation of the joint Hazmat Technician Academy
- Driver Training

**Accomplishments**

- Volunteer Transition Meeting
- Continuing to provide support to Gerlach
- Completed Annual SCBA Testing
- Ladder testing for Gerlach and Red Rock completed
- Lateral Firefighter/Paramedic testing and hiring completed for 6 new recruits
- Hosted several TMCC EMT student ride-alongs





# VOLUNTEER FIRE DEPARTMENT MONTHLY REPORT

**February 2016**

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

Monthly Call Volume by Station & Type									
STATION/DISTRICT									
VOLUNTEER RESPONSE: INCIDENT TYPE	221-Silver Lake VFD	223 - Lemmon Valley VFD	225 - Wadsworth (Pyramid Lake VFD)	227, 237, 301 - South Valleys VFD	229 - Palomino Valley Auxiliary	240 - Red Rock VFD	242 - Gerlach VFD	351 - Verdi VFD	TOTAL
Structure Fire									0
Wildland Fire									0
Vehicle/Trash/Other Fire						1			1
Emergency Medical Services		2	1			4	1		8
Motor Vehicle Accident									0
Rescue									0
HazMat/Hazardous Condition									0
Public Assist	2								2
Good Intent Call			2						2
Activated Fire Alarm									0
Severe Weather Related									0
Lightning Plan									0
Other									0
<b>FEBRUARY 2016 TOTAL</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>1</b>	<b>13</b>

*In the month of February, 2016 the Truckee Meadows Volunteers responded to 13 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.)*

*\*Career personnel are currently staffing the Gerlach Volunteer Fire Station.*

## **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.

<b>Station by Commission District</b>		
<b>Station</b>	<b>District</b>	<b>Commissioner</b>
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	5/1	Herman/Berkbigler
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:**

#### **Motor Vehicle Accident – Station 242 (Gerlach): State Route 447 Commission District 5**

On February 10<sup>th</sup> at 09:30 hours, Gerlach VFD, manned by TMFPD Crews, was dispatched to a report of a Motor Vehicle Accident involving a rollover on State Route 447 south of Empire. While en route, crews requested that REMSA and Careflight be dispatched due to the distance and nature of the incident. Upon arrival near mile marker 41, crews found a vehicle approximately 30 feet off of the road. One patient was being held in precautionary spinal immobilization position by two BLM members that had driven by the scene and stopped to render aid. Crews placed the patient in full spinal motion restriction, and the patient was packaged and loaded into Rescue 242. Crews transported the patient to the established rendezvous point where care was transferred to REMSA as Careflight was unavailable.

One Gerlach VFD Rescue responded to this incident.



## TRAINING AND ACTIVITY

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Lemmon Valley VFD	Airport Fire MCI Vehicle and Trailer	2	2	4
	CECBEMS Airway Management Basic	1	1	1
	CECBEMS Date Rape Drugs	1	2	1
	CECBEMS Head & Facial Injuries Advanced	1	1	1
	CECBEMS Medical, Ethical, and Legal Issues	1	1	1
	CECBEMS Patient Assessment Advanced	1	1	1
	CECBEMS Respiratory Emergencies Basic	1	1	1
	CECBEMS Respiratory System A&P Review	1	1	1
	ACLS recertification	1	8	8
	MEDICAL BAG FAMILIARIZATION AND REFILL REQUEST	5	2	10
	Cyanokits	4	1	4
	Driver Training and Area Familiarization/Map Reading	4	3	12
	HazMat Ops Refresher - Meth Labs	4	0.5	2
	HAZMAT Refresher 2016	4	0.5	2
	NFPA 1001 Building Construction	1	1	1
	NFPA 1001 Fire Behavior	3	1	3
	NFPA 1001 Fire Control	1	1	1
	NFPA 1001 Fire Department Communications	1	1	1
	NFPA 1001 Portable Extinguishers	3	1	3
	Search and Rescue	4	5	20
<b>Lemmon Valley VFD Total</b>				<b>78</b>
Palomino Valley VFD	Cyanokits	1	0.5	0.5
	Hazard Communication	1	0.5	0.5
	HazMat Ops Refresher - Meth Labs	2	0.5	1
	HAZMAT Refresher 2016	2	0.5	1
	NFPA 1001 Fire Behavior	1	1	1
	NFPA 1001 Portable Extinguishers	1	1	1
	NFPA 1500 Driving Safety	1	1	1
	NFPA 1500 Hazard Communication	4	1	4
	Search and Rescue	1	5	5
<b>Palomino Valley VFD Total</b>				<b>15</b>
Red Rock VFD	CECBEMS Respiratory Emergencies Basic	1	1	1
	HazMat Ops Refresher - Meth Labs	2	0.5	1
	HAZMAT Refresher 2016	1	0.5	0.5

Red Rock VFD Cont'd	NFPA 1001 Fire Behavior	1	1	1
	NFPA 1001 Portable Extinguishers	1	1	1
	NFPA 1500 Driving Safety	1	1	1
	NFPA 1500 Hazard Communication	1	1	1
	Search and Rescue	1	5	5
<b>Red Rock VFD Total</b>				<b>11.5</b>
Silver Lake VFD	CECBEMS Airway Management Basic	1	1	1
	CECBEMS Altitude Emergencies	1	2	2
	CECBEMS Aquatic Emergencies	1	2	2
	CECBEMS Bleeding and Shock Advanced	1	1	1
	CECBEMS Burn Management Basic	1	1	1
	CECBEMS Date Rape Drugs	1	2	2
	CECBEMS Fundamentals of 12 Lead ECG Operation and Interpretation	1	1	1
	CECBEMS Head & Facial Injuries Advanced	2	1	2
	CECBEMS Health & Wellness	1	1	1
	Rope Rescue Exercise	1	3	3
	Cyanokits	3	1	3
	Hand & Power Tool Safety	1	1	1
	NFPA 1001 Fire Behavior	4	1	4
	NFPA 1001 Portable Extinguishers	4	1	4
	NFPA 1500 Driving Safety	4	1	4
	Respiratory Protection Policy Review	1	1	1
	Search and Rescue	3	5	15
<b>Silver Lake VFD Total</b>				<b>48</b>
South Valleys VFD	Cyanokits	1	1	1
	HazMat Ops Refresher - Meth Labs	1	1	1
	HAZMAT Refresher 2016	1	1	1
	NFPA 1001 Fire Behavior	1	1	1
	NFPA 1001 Portable Extinguishers	1	1	1
	NFPA 1500 Driving Safety	1	1	1
	NFPA 1500 Hazard Communication	1	1	1
	Search and Rescue	1	5	5
<b>South Valleys VFD Total</b>				<b>12</b>
Verdi VFD	CECBEMS Patient Assessment Advanced	1	1	1
	Forward Lay, Hydrant Connections and Reloading of Hose Bed	2	2	4
	Search and Rescue	2	2	4
	Search and Rescue Trainer	1	5	5

Verdi VFD Cont'd	LDH hydrant connection drills with E-351. Two man hose team drills in a single story residential structure with a simulated kitchen fire. Two man search team drill in a single story residential structure with two simulated victims. Practiced SCBA buddy-breathing in zero visibility conditions. Practiced victim removal with aid of webbing.	2	4	8
	SCBA cylinder exchange at station 17, station maintenance, SCBA checks, vehicle cleaning/checks, refilled fuel cans.	2	6.5	13
	SCBA pack and cylinder swap at station 17, inspection of cylinder hydro test dates.	2	3	6
	Search and Rescue	1	5	5
	Structure fire search and rescue drill at Station 351. Scenario: Single story residential structure fire with smoke showing on arrival (smoke machine). Two man search team going through multiple rooms to locate and rescue an unconscious victim. Ventilation training with smoke ejector use.	2	2.5	5
	Two part search and rescue drill a Station 351. Scenario: A single story residential structure fire with smoke showing from all sides on arrival. First training involved a two man hose team finding their way back out of the structure through obstacles while following the hose line. Second training involved a two man search team going through multiple rooms to locate an unconscious victim. Utilized an electric light prop to simulate a confined kitchen fire with victim in adjoining room. (search team also practiced buddy breathing while making their way out of the structure along with proper radio traffic throughout drill) Weekly truck and equipment checks were also completed prior to the drill.	2	3	6
	CPR Assist Devices	1	2	2
	Cyanokits	3	0.5	1.5
	Fire Shelter Practical	1	2	2
	HAZMAT Refresher 2016	1	0.5	0.5
	NFPA 1001 Fire Behavior	4	1	4
	NFPA 1001 Portable Extinguishers	3	1	3
	NFPA 1500 Driving Safety	3	1	3
	NFPA 1500 Hazard Communication	1	1	1
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	1	2	2
	Search and Rescue	4	5	20
<b>Verdi VFD Total</b>				<b>96</b>



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: April 19, 2016

CM/ACM \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** April 6, 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](mailto:cmoore@tmfpd.us)

**SUBJECT:** Approve a Resolution of the Truckee Meadows Fire Protection District Board of Fire Commissioners declaring its intent to lease property at 3405 White Lake Parkway, Reno Nevada, APN 087-141-24 to the United States Bureau of Land Management for a minimum of \$12,000.00 annually and to set a public meeting on May 10, 2016 at 10:00 a.m. at which objections to the lease may be made by the electors of the Truckee Meadows Fire Protection District. (Commission District 5)

### SUMMARY

This item is to approve a Resolution of the Truckee Meadows Fire Protection District Board of Fire Commissioners declaring its intent to lease property at 3405 White Lake Parkway, Reno Nevada, APN 087-141-24 to the United States Bureau of Land Management (BLM) for a minimum of \$12,000.00 annually and to set a public meeting on May 10, 2016 at 10:00 a.m. at which objections to the lease may be made by the electors of the Truckee Meadows Fire Protection District.

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

### PREVIOUS ACTION

No previous action.

### BACKGROUND

Since the Volunteer reorganization was approved on October 20, 2015, TMFPD Cold Springs Fire Station 220 has been vacated by the Cold Springs Volunteer Fire Department. BLM has expressed an interest in leasing a portion of this station. As BLM is already an automatic aid partner with TMFPD, having them situated within the District boundaries from May to October of every year will enhance the wildfire protection in this area.

The facility recommended for lease consists of truck bays, office area and bathroom at approximately 1,857 total Square feet combined feet.

The term of the lease is recommended at twenty years for an annual amount of \$12,000.00 annually, not including utilities and may be terminated by either party with a 60 days written notice between October 1<sup>st</sup> and February 1<sup>st</sup> of any year.

**AGENDA ITEM #9**

**FISCAL IMPACT**

This lease will generate \$12,000.00 per year in revenue to the District for the term of the lease.

**RECOMMENDATION**

Staff recommends the Board approve a Resolution of the Truckee Meadows Fire Protection District Board of Fire Commissioners declaring its intent to lease property at 3405 White Lake Parkway, Reno Nevada, APN 087-141-24 to the United States Bureau of Land Management for a minimum of \$12,000.00 annually and to set a public meeting on May 10, 2016 at 10:00 a.m. at which objections to the lease may be made by the electors of the Truckee Meadows Fire Protection District.

**POSSIBLE MOTION**

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

*"I move to approve a Resolution of the Truckee Meadows Fire Protection District Board of Fire Commissioners declaring its intent to lease property at 3405 White Lake Parkway, Reno Nevada, APN 087-141-24 to the United States Bureau of Land Management for a minimum of \$12,000.00 annually and to set a public meeting on May 10, 2016 at 10:00 a.m. at which objections to the lease may be made by the electors of the Truckee Meadows Fire Protection District."*

## **RESOLUTION**

**A RESOLUTION OF THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT BOARD OF FIRE COMMISSIONERS DECLARING ITS INTENT TO LEASE PROPERTY AT 3405 WHITE LAKE PARKWAY, RENO NEVADA, APN 087-141-24 TO THE UNITED STATES BUREAU OF LAND MANAGEMENT FOR A MINIMUM OF \$12,000.00 ANNUALLY AND TO SET A PUBLIC MEETING ON May 10, 2016 AT 10:00 A.M. AT WHICH OBJECTIONS TO THE LEASE MAY BE MADE BY THE ELECTORS OF THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT.**

\*\*\*\*\*

WHEREAS, NRS 277.050 allows for the leasing of real property by one public agency to another public agency for a term not to exceed 99 years for such consideration as is authorized by the public agency; and,

WHEREAS, the Truckee Meadows Fire Protection District and the United States Bureau of Land Management are public agencies as defined in NRS 277.050(1); and,

WHEREAS, the Truckee Meadows Fire Protection District desires to lease to the Bureau of Land Management the real property and buildings affixed thereto for a period of 20 years, for a minimum amount of \$12,000.00 annually and pursuant to the terms of the proposed lease attached hereto; and,

WHEREAS, pursuant to NRS 277.050(5), before ordering the lease of such property, the Truckee Meadows Board of Fire Commissioners is required, in a regular open meeting, by a majority vote of its members, to adopt a resolution declaring its intention to lease the aforementioned property, and,

WHEREAS, notice of adoption of this Resolution and notice of the meeting set for Tuesday May 10, 2016 at 10:00 a.m. at which objections to the lease may be heard must be published in a newspaper of general circulation in Washoe County, not less than twice, on successive days, with the last publication to be not less than 7 days before the date of the public meeting,

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

1. The Board hereby declares its intent to lease the property at 3405 White Lake Parkway, Reno Nevada, APN 087-141-24 for a minimum of \$12,000.00 annually, or such amount as may be determined by the Board to be appropriate.
2. A meeting shall be held on Tuesday May 10, 2016 at 10:00 a.m. at which objections to the lease may be made to the Board by the electors of the Truckee Meadows Fire Protection District.

3. District staff is hereby directed to publish notice of adoption of this Resolution, including the attached lease, and to publish notice of the meeting set for Tuesday, Tuesday May 10, 2016 at 10:00 a.m. at which objections to the lease may be heard. Such notice shall be published in a newspaper of general circulation published in Washoe County, not less than twice, on successive days, with the last publication to be not less than 7 days before the date of the public meeting.

ADOPTED this 10<sup>th</sup> Day of May, 2016.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Kitty K. Jung, Chair  
Truckee Meadows Fire Protection District  
Board of Fire Commissioners

ATTEST:

\_\_\_\_\_  
Nancy Parent  
Washoe County Clerk

**U.S. GOVERNMENT LEASE  
FOR REAL PROPERTY (Short Form)**

**REQUIREMENTS**

- A. The GOVERNMENT of the United States of America is seeking to lease approximately 1 acre of land and extant structures to be used for fire support space, parking of support vehicles, and large trailers.

**OFFER**

(To be completed by Offeror/Owner)

- B. This Offer shall remain open until Close of Business on May 1, 2016.

- C. Name and Address of Owner:

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
Attention: Charles A. Moore, Fire Chief  
P.O. Box 11130  
Reno, NV, 89520  
Telephone Number: (775) 326-6000

- D. Owner is a Municipality? X Yes

- E. Owner is \_\_\_\_\_ a small business \_\_\_\_\_ a small disadvantaged business \_\_\_\_\_ a women-owned small business ("Small Business concern" means a concern and its affiliates that is independently owned, is not dominant in the field of operation, and has an annual average gross receipts of \$110 million or less for the preceding three fiscal years.).

- F. Name and Title of Person Authorized to sign Offer \_\_\_\_\_ Owner X Authorized Representative

Name Kitty A. Jung Title: Chair

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AWARD**

- G. This award will be made on the basis of the acceptable offer with the lowest per square foot price.
- H. Acceptance of offer and award: This lease contract consists of 27 pages, including the following attachments which are incorporated and made a part hereof:

GSA Form 3517 - General Clauses-13 Pages  
GSA Form 3518 - Representations and Certifications - 6 Pages

- I. THIS AWARD IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

United States of America:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Terry Baker, Contracting Officer



**Reno, Nevada  
Truckee Meadows Fire Protection District  
Cold Springs Fire Station 220  
Bureau of Land Management  
Lease Agreement ("Lease Agreement")  
LEASE NUMBER L16PL000**

**WITNESSETH:** The Parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

**WHEREAS,** the Truckee Meadows Fire Protection District is the sole owner of the Leased Premises located at Cold Springs Fire Station 220 at 3405 White Lake Road, Reno Nevada, which includes a "Bay Area" of approximately 1857 square feet of space on the east side of the building generally known as the "Cold Springs Fire Station 220"; as shown on the attached Exhibit and,

**WHEREAS,** Government desires to lease the 1857 square feet of "Bay Area" on the east side of the Cold Springs Fire Station 220 from District and additional land outside the Station; and,

**WHEREAS,** District and Government are public agencies as defined at NRS 277.050(1) and District desires to lease to Government, a federal public agency and fire partner for the region, the storage building and grounds for Government's use; and,

**WHEREAS,** Government and District have engaged in negotiations over the terms and conditions of an agreement allowing Government use of the building and grounds and desire by this Agreement to define their respective rights, duties and liabilities relating to the lease of the Premises; and,

**WHEREAS,** pursuant to NRS 277.050(5) and (6) District adopted a resolution declaring its intent to lease the aforementioned premises and conducted a properly noticed hearing at which electors of the District were provided the opportunity to object to the lease,

**1. AGREEMENT:**

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT, Cold Springs Fire Station 220, Reno, Nevada ("LESSOR"), leases to the UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT ("GOVERNMENT"), the below described Leased Premises (Leased Premises):

Approximately 1 acre of land and extant structures for GOVERNMENT use including, but not limited to, 1,857 rentable/usable square feet of fire support space on the East side of the Premises as shown on the Exhibit attached to this Agreement, parking of support vehicles, and large trailers located at 3405 White Lake, Reno, Nevada for the operation of its Carson City District Fire Management Program for Wildland firefighting.

**Not included** in this Lease is the area on the West side of the Station labelled "TMFPD Occupied Space 1,165.5 Square Feet", also shown on the Exhibit.

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Lessor Government

**2. TERM:**

**TO HAVE AND TO HOLD** the said Leased Premises with their appurtenances for the term beginning on **May 1, 2016** and continuing through **April 30, 2036**, subject to termination as is hereinafter set forth.

**3. RENTAL:**

Rental payments referenced herein are made in accordance with Public Law 113-235, Consolidated and Further Continuing Appropriations Act, 2015.

- A. GOVERNMENT shall pay LESSOR an annual rent of **\$12,000.00**.
- B. Rent shall be an annual payment, paid in advance. Rent for a period of less than a year shall be prorated. In the event either party exercises its option to terminate, rentals received shall be prorated to coincide with the termination date.
- C. Rent shall be made payable through the Automated Clearing House (ACH) payment system to LESSOR according to its data in the System for Award Management (SAM).

**4. TERMINATION:**

GOVERNMENT and LESSOR both have the following termination rights:

- A. Termination will require 60 days' written notification to the other party.
- B. If this Lease Agreement is terminated, it may only be terminated between October 1 and February 1 of any year.
- C. Said notice shall be computed commencing with the day after the date of mailing.

**5. UTILITIES:**

- A. GOVERNMENT shall be responsible for electric, propane, water, sewer, telephone and internet services.
- B. GOVERNMENT shall provide trash receptacles and trash removal services.
- C. LESSOR shall provide any and all keys and codes for all locks and access to the Leased Premises.

**6. OPERATING COST ADJUSTMENT:**

- A. Beginning with the second year of the lease and each year thereafter, GOVERNMENT shall pay adjusted annual rent. The amount of adjustment will be determined by multiplying the current annual rent by the percent of change in the Consumer Price Index (CPI).

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B. The Consumer Price Index (CPI) percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month, which begins each successive 12-month period. For example, a lease which commences in June of 2012 would use the index published for May of 2013, May of 2014, and so on, to determine the percent change. The CPI will be measured by the U.S. Department of Labor revised CPI for Wage Earners and Clerical Workers, U.S. City Average, All Items Figure, (1982-84 =100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the CPI for the month prior to the lease commencement date.

C. In the event of a decrease in the CPI (which is determined in the same manner as an increase) occurring during the term of occupancy under the Lease Agreement, the rent will remain the same as the previous year.

## **7. MAINTENANCE OF THE LEASED PREMISES:**

A. GOVERNMENT accepts, understands and agrees to the Leased Premises in the existing "as is" condition with no expectation of improvements or changes by the LESSOR unless otherwise described herein.

B. GOVERNMENT agrees to maintain the building and grounds in a clean and orderly manner at all times, including, but not limited to removal of weeds and vegetation in and around the building and propane tank.

C. GOVERNMENT agrees to replace and properly dispose of all fluorescent lamps, tubes, and bulbs.

D. GOVERNMENT agrees the Leased Premises shall only be used as/for the purposes of fire protection and safety services, including the storage of vehicles and equipment necessary for the same, and that any other such use shall require an amendment to this Lease Agreement.

E. GOVERNMENT agrees the Leased Premises shall not be used for habitation or housing for any GOVERNMENT employee or subcontractor.

F. **ALTERATIONS:** GOVERNMENT agrees it will not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls without the prior written consent of the LESSOR.

G. **WAIVER OF RESTORATION:** GOVERNMENT shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by GOVERNMENT on the Leased Premises, and all expenses connected with such removal shall be borne by GOVERNMENT. Said property shall be removed within five (5) business days prior to termination of this Lease Agreement. GOVERNMENT shall remove from the Leased Premises all debris resulting from the removal and shall leave the Leased Premises in a clean and orderly condition, acceptable to LESSOR. LESSOR waives any and all restoration costs for all the erections, additions, fixtures and improvements made in or upon the Leased Premises which were agreed to by both the GOVERNMENT and the LESSOR.

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Lessor Government

Said alterations to the Leased Premises shall become the LESSOR'S property and shall remain upon the Leased Premises without compensation to the GOVERNMENT.

**8. HAZARDOUS SUBSTANCE CONTAMINATION:**

Government assumes full responsibility for the proper and legal use, handling, storage and disposal of any hazardous substances used or consumed in the conduct of its business. "Hazardous Substance" shall be interpreted broadly to mean any substance or toxic material, hazardous or toxic, or other similar term by any Federal, State, or applicable local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

**9. LIABILITY:**

GOVERNMENT is responsible for the Leased Premises known as TRUCKEE MEADOWS FIRE PROTECTION DISTRICT, Cold Springs Fire Station 220, located at 3405 White Lake, Reno, Nevada, as determined under and in accordance with this Lease Agreement and the laws of the State of Nevada, but limited by the laws of the United States of America.

GOVERNMENT is liable for all damages caused by the exercise of rights granted herein, to the extent authorized by the Federal Tort Claims Act, 28 U.S.C. Sections 2671-2680 and the Disputes Clause FAR 52-233-1.

**10. QUIET ENJOYMENT:**

LESSOR expressly covenants and represents that upon payment of fees when due and upon performance of all other conditions required herein, GOVERNMENT shall peaceably have, possess and enjoy the Leased Premises and other rights herein granted, without hindrance or disturbance from LESSOR or LESSOR'S designated representatives, subject to LESSOR'S various rights contained elsewhere in this Lease Agreement.

**11. BENEFITS:**

No member or delegate to Congress shall be admitted to any share or part of this Lease Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Lease Agreement if made with a corporation or company for its general benefit.

**12. RELATIONSHIP OF PARTIES:**

It is understood that LESSOR is not in any way or for any purpose a partner or in a joint venture with, or agent of, GOVERNMENT in its use of the Leased Premises or any improvement thereon.

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Lessor Government

### 13. NOTICE:

Any and all notices required herein to be made by either party to the other shall be written notice made by depositing such notice, correctly addressed, in the registered or certified mail of the United States of America, postage prepaid, and such notice shall be deemed to have been served on the date of such depositing.

All notices to **LESSOR** shall be mailed to:

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
Attention: Charles A. Moore, Fire Chief  
P.O. Box 11130 Reno, NV 89520

Telephone: (775) 326-6000

All notices to **GOVERNMENT** shall be mailed to:

Bureau of Land Management  
Terry Baker and Barbra Burns-Fink  
National Operations Center Denver Federal Center Building #50, OC651  
P.O. Box 25047  
Denver, CO 80225-0047

Telephone: Terry (303) 236-9446  
Barbra (303) 236-0219

All on-site notifications to GOVERNMENT shall be made to:

**Contracting Officer's Representative:** Jonathan Palma: Cell 775-309-7781  
Office 775-885-6000

Each party may, from time to time, change the address to which notices to said party are to be sent, by providing written notice of said change of address to the other party in accordance with the procedure set forth in this paragraph.

### 14. NOVATION AGREEMENT:

A. If LESSOR consolidates, merges, or otherwise joins with any other entity which results in a transfer of ownership of the Lease Premises, or a change in the LESSOR's legal name, the LESSOR must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).

B. Pursuant to Subpart 42.12 of the Federal Acquisition Regulations (FAR), GOVERNMENT requires the execution of a Novation Agreement in the event of LESSOR's transfer of interest, such as through the sale or transfer of the Lease Premises or LESSOR's merger with another entity or change-of-name.

C. When executed on behalf of the GOVERNMENT, a Novation Agreement is made part of the Lease Agreement via a Lease Amendment.

Initials: \_\_\_\_\_  
Lessor Government

**15. ENTIRE AGREEMENT:**

This Lease Agreement, together with the attachments hereto, is the entire Lease Agreement of the parties regarding the establishment of their leasehold arrangements. No representations, warranties, inducements or oral agreements previously made between the parties regarding the establishment of their leasehold arrangements shall continue unless stated herein. This Lease Agreement shall not be changed or modified, except in writing, signed by both parties.

**16. CONFLICT BETWEEN CLAUSES:**

In the event of a conflict between the Lease clauses in this Lease Agreement, the more stringent of the two clauses shall apply.

**AGREED AND EXECUTED** as below written:

**ATTEST:**

**LESSOR:**

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
BOARD OF FIRE COMMISSIONERS

\_\_\_\_\_  
Kitty K. Jung, Chair                      Date

This Lease Agreement is not binding on the GOVERNMENT unless signed below by a GOVERNMENT Leasing Contracting Officer.

**GOVERNMENT:**

UNITED STATES OF AMERICA DEPARTMENT INTERIOR  
BUREAU OF LAND MANAGEMENT

\_\_\_\_\_  
Terry Baker                      Date  
Contracting Officer

Initials: \_\_\_\_\_  
                    Lessor                      Government

<b>REPRESENTATIONS AND CERTIFICATIONS</b> (Acquisition of Leasehold Interests in Real Property)	<b>LEASE NUMBER</b> <b>L15PL000__</b>	Dated: _____
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)**

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 531190

(2) The small business size standard is \$17.5 Million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and



(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]* The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that --

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

## 2. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

### (a) Definitions:

"Common Parent" as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the BLM to collect and report on any delinquent amounts arising out of the Offeror's relationship with the BLM (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.
- (d) *Taxpayer Identification Number (TIN).*

- \* ☐ TIN: \_\_\_\_\_
- \* ☐ TIN has been applied for.
- \* ☐ TIN is not required because:
- \* ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- \* ☐ Offeror is an agency or instrumentality of a foreign government;
- \* ☐ Offeror is an agency or instrumentality of the Federal government;

### (e) Type of organization.

- \* ☐ Sole proprietorship;

- \* ☐ Partnership; Not a corporate entity;
- \* ☐ Corporate entity (not tax-exempt);
- \* ☐ Corporate entity (tax-exempt);
- \* ☒ Government entity (Federal, State, or local);
- \* ☐ Foreign government;
- \* ☐ International organization per 26 CFR 1.6049-4;
- \* ☐ Other \_\_\_\_\_.

(f) *Common Parent.*

- \* ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- \* ☐ Name and TIN of common parent:

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

**3. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JUL 2013)**

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

#### 4. OFFEROR'S DUNS NUMBER (APR 1996)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # \_\_\_\_\_

#### 5. SYSTEM FOR AWARD MANAGEMENT

The System for Award Management (SAM) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in SAM prior to lease award. The Offeror shall register via the internet at <https://www.sam.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration is active      Yes ☐      No ☐      Will Register ☐

If registered, enter date registered: \_\_\_\_\_

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code)	Telephone Number
	_____ Signature	_____ Date

**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

THE BELOW STRICKEN CLAUSES, AND THEIR CORRESPONDING TEXT, DO NOT APPLY TO THIS LEASE AGREEMENT, AND ARE HEREBY REMOVED FROM THIS DOCUMENT.

<b>CATEGORY</b>	<b>CLAUSE NO.</b>	<b>48 CFR REF.</b>	<b>CLAUSE TITLE</b>
GENERAL	1		<del>SUBLETTING AND ASSIGNMENT</del> <b>INTENTIONALLY OMITTED</b>
	2	552.270-11	<del>SUCCESSORS BOUND</del> <b>INTENTIONALLY OMITTED</b>
	3	552.270-23	<del>SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN</del> <b>INTENTIONALLY OMITTED</b>
	4	552.270-24	<del>STATEMENT OF LEASE</del> <b>INTENTIONALLY OMITTED</b>
	5	552.270-25	<del>SUBSTITUTION OF TENANT AGENCY</del> <b>INTENTIONALLY OMITTED</b>
	6	552.270-26	<del>NO WAIVER</del> <b>INTENTIONALLY OMITTED</b>
	7	552.270-27	<del>INTEGRATED AGREEMENT</del> <b>INTENTIONALLY OMITTED</b>
	8	552.270-28	<del>MUTUALITY OF OBLIGATION</del> <b>INTENTIONALLY OMITTED</b>
PERFORMANCE	9		<del>DELIVERY AND CONDITION</del> <b>INTENTIONALLY OMITTED</b>
	10		<del>DEFAULT BY LESSOR</del>
	11	552.270-19	<del>PROGRESSIVE OCCUPANCY</del> <b>INTENTIONALLY OMITTED</b>
	12		<del>MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT</del> <b>INTENTIONALLY OMITTED</b>
	13		<del>FIRE AND CASUALTY DAMAGE</del> <b>INTENTIONALLY OMITTED</b>
	14		<del>COMPLIANCE WITH APPLICABLE LAW</del> <b>INTENTIONALLY OMITTED</b>
	15	552.270-12	<del>ALTERATIONS</del> <b>INTENTIONALLY OMITTED</b>
	16		<del>ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY</del> <b>INTENTIONALLY OMITTED</b>
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

	18	552.270-31	PROMPT PAYMENT
	19	552.232-23	ASSIGNMENT OF CLAIMS (APPLICABLE TO LEASES OVER \$3,000.) INTENTIONALLY OMITTED
	20	552.270-20	PAYMENT INTENTIONALLY OMITTED
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER— SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT INTENTIONALLY OMITTED
	23	552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES INTENTIONALLY OMITTED
	25	52-223-6	DRUG-FREE WORKPLACE INTENTIONALLY OMITTED
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S) INTENTIONALLY OMITTED
ADJUSTMENTS	27	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY INTENTIONALLY OMITTED
	28	52-215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA INTENTIONALLY OMITTED
	29	552.270-13	PROPOSALS FOR ADJUSTMENT INTENTIONALLY OMITTED
	30	CHANGES	INTENTIONALLY OMITTED
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA INTENTIONALLY OMITTED
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION INTENTIONALLY OMITTED
DISPUTES	33	52.233-1	DISPUTES
LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APPLICABLE TO LEASES OVER \$10,000.) INTENTIONALLY OMITTED
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION INTENTIONALLY OMITTED
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (APPLICABLE TO LEASES OVER \$100,000.) INTENTIONALLY OMITTED

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LESSOR GOVERNMENT

SUBCONTRACTING	38	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (APPLICABLE TO LEASES OVER \$15,000-) <b>INTENTIONALLY OMITTED</b>
	39	52.222-37	EMPLOYMENT REPORTS-VETERANS <b>INTENTIONALLY OMITTED</b>
	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APPLICABLE TO LEASES OVER \$30,000-) <b>INTENTIONALLY OMITTED</b>
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA <b>INTENTIONALLY OMITTED</b>
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS <b>INTENTIONALLY OMITTED</b>
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN <b>INTENTIONALLY OMITTED</b>
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN <b>INTENTIONALLY OMITTED</b>
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS <b>INTENTIONALLY OMITTED</b>

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)

**10. DEFAULT BY LESSOR (APR 2012)**

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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LESSOR GOVERNMENT



**17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

(a) Definitions. As used in this provision—

*"Data Universal Numbering System (DUNS) number"* means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

*"Data Universal Numbering System+4 (DUNS+4) number"* means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

*"Registered in the System for Award Management (SAM) database"* means that—

- (1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database; and
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- (4) The Government has marked the record "Active".

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.

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LESSOR GOVERNMENT

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

#### **18. 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments. Unless otherwise specified in the Lease, rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.*

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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LESSOR GOVERNMENT

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

- (i) Name and address of the Contractor.
- (ii) Invoice date.
- (iii) Lease number.
- (iv) Government's order number or other authorization.
- (v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

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LESSOR GOVERNMENT

- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
- (iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer. The Contracting Officer and Lessor shall work together to determine a solution to remedy the overpayment.

**21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

**(a) Method of payment.**

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

**(b) Contractor's EFT information.** The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

**(c) Mechanisms for EFT payment.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

**(d) Suspension of payment.** If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

**(e) Liability for uncompleted or erroneous transfers.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

**23. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)**

(Applicable to leases over \$150,000 average net annual rental including option periods.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither

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exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

### **33. 52.233-1 DISPUTES (MAY 2014)**

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

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(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from

(1) the date that the Contracting Officer receives the claim (certified, if required); or

(2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**34. 52.222-26 EQUAL OPPORTUNITY (APR 2015)**

(a) *Definitions.* As used in this clause--

"Gender identity" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

"Sexual orientation" has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a

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violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (v) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

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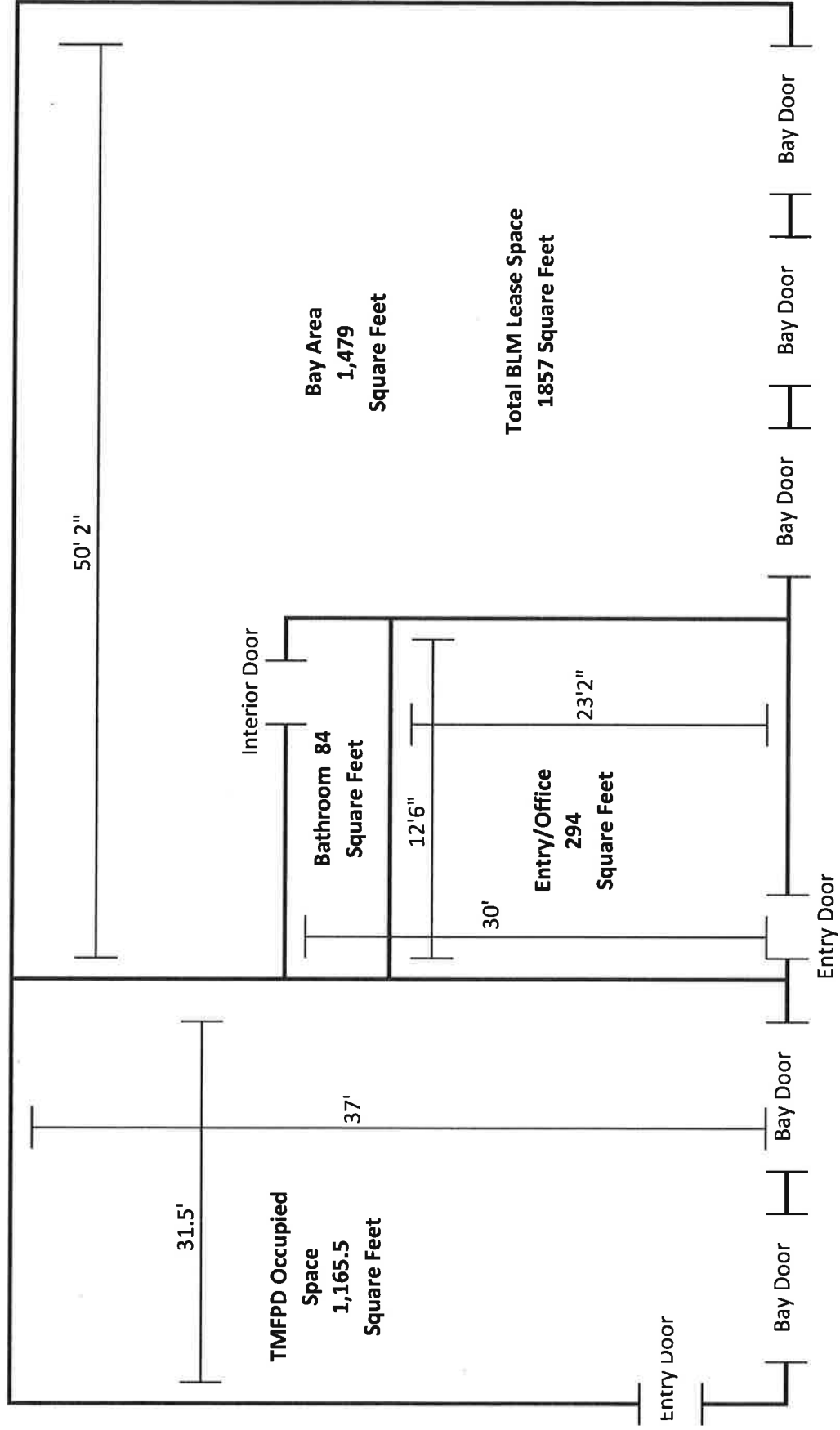
(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

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# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: April 19, 2016

CM/ACM \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** April 5, 2016

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

**FROM:** Tim Leighton, Deputy Chief  
Telephone: (775) 328-6125, Email: tleighton@tmfpd.us

**THROUGH** Charles A. Moore, Fire Chief

**SUBJECT:** Recommendation to approve a two-year Interlocal Agreement between Washoe County for and on behalf of the Washoe County Sheriff's Office and the Truckee Meadows Fire Protection District for dispatch services in an amount not to exceed \$675,000 for fiscal year 2016/2017 and \$825,000 for Fiscal Year 2017/2018. (All Commission Districts)

### SUMMARY

This staff report asks that the Board approve a two-year Interlocal Agreement between Washoe County for and on behalf of the Washoe County Sheriff's Office and the Truckee Meadows Fire Protection District for dispatch services in an amount not to exceed \$675,000 for fiscal year 2016/2017 and \$825,000 for Fiscal Year 2017/2018.

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

### PREVIOUS ACTION

June 26, 2012 - Truckee Meadows Fire Protection District Board of Fire Commissioners and Washoe County Board of Commissioners approved an Interlocal Agreement for Dispatch Services between Washoe County on behalf of the Washoe County Sheriff's Office and the Truckee Meadows Fire Protection District (TMFPD) in an amount not to exceed \$525,000.00 for FY 2012/2013 to include an automatic one year renewal term.

March 25, 2014 - Truckee Meadows Fire Protection District Board of Fire Commissioners and Washoe County Board of Commissioners approved an Interlocal Agreement for Dispatch Services between Washoe County on behalf of the Washoe County Sheriff's Office and the Truckee Meadows Fire Protection District (TMFPD) in an amount not to exceed \$525,000.00 for FY 2014/2015 to include an automatic one year renewal term.

### BACKGROUND

District staff discussed dispatch costs with the Washoe County Sheriff. The result of this discussions indicated that an increase was warranted such that TMFPD payments were more reflective of direct and indirect costs and cost of equipment.

**FISCAL IMPACT FOR TMFPD**

The cost of the Dispatch Agreement has been budgeted in the TMFPD consolidated 2016/2017 Budget.

**RECOMMENDATION**

Staff recommends that the Board approve a two-year Interlocal Agreement between Washoe County for and on behalf of the Washoe County Sheriff's Office and the Truckee Meadows Fire Protection District for dispatch services in an amount not to exceed \$675,000 for fiscal year 2016/2017 and \$825,000 for Fiscal Year 2017/2018

**POSSIBLE MOTION**

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

*"I move to approve a two-year Interlocal Agreement between Washoe County for and on behalf of the Washoe County Sheriff's Office and the Truckee Meadows Fire Protection District for dispatch services in an amount not to exceed \$675,000 for fiscal year 2016/2017 and \$825,000 for Fiscal Year 2017/2018."*

**INTERLOCAL AGREEMENT BETWEEN  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE  
AND  
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
FOR DISPATCH SERVICES**

This Agreement is executed and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Truckee Meadows Fire Protection District (hereafter referred to as "TMFPD"), and Washoe County, for and on behalf of the Washoe County Sheriff's Office (hereafter referred to as "WCSO").

**RECITALS**

WHEREAS, WCSO, and TMFPD are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, TMFPD requires dispatch and communications services to perform its public safety duties;

WHEREAS, WCSO possesses extensive resources in the field of dispatch and communications and has agreed to make such services available to the TMFPD;

WHEREAS, it is deemed that the services of WCSO hereinafter set forth are both necessary to TMFPD and in the best interests of both parties and the public.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated by reference, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective July 1, 2016.
2. **TERM OF AGREEMENT.** This Agreement shall continue from the effective date of this Agreement until June 30, 2018, and shall automatically extend for one (1) additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.
3. **TERMINATION.** This Agreement may be terminated by either party with 120 (120) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.

- a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
  - b. Both parties will be responsible for contacting its respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
  - c. Both parties will be responsible for providing the proposed revisions in the Agreement to their legal counsel.
  - d. When both parties and their counsel have agreed to the recommended changes, then each party will obtain the necessary approvals and signatures from their board and provide the finalized document to the other party for appropriate approval and signature.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth herein as:

Truckee Meadows Fire Protection District  
Attn: Fire Chief  
PO Box 11130  
Reno, Nevada 89520

Washoe County Sheriff's Office  
Attn: Sheriff  
911 Parr Blvd  
Reno, Nevada 89512

6. **DISPATCH USERS GROUP.** The parties agree to establish a Dispatch Users Group, which must meet on a regular basis. The membership shall include the Fire Chief and Chief Operations Officer of the TMFPD and the Sheriff's Captain and the Sheriff's Communications Supervisor, or their designees. The functions of the committee are as follows:
  - a. To advise on the annual operating and capital budget for the provision of dispatch services;
  - b. To assist in the development and monitoring of policies, procedures, and operational priorities for the provision of dispatch services for each party;
  - c. To evaluate the performance of dispatch services to include level of staffing, timeliness, and quality of services provided to the parties.
7. **EMPLOYEES.** All employees assigned to the communications center shall be employees of the County. These employees shall be subject to all County personnel rules and regulations including, but not limited to, hiring, employee status, performance evaluations, disciplinary actions, and employee rights,

including rights to representation, and methods of establishing and modifying salary and benefit practices.

8. **DUTIES AND RESPONSIBILITIES OF WCSO.** The following is a description of the duties of WCSO in accordance with the terms of this Agreement. WCSO agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.

- a. Receive, process and dispatch "9-1-1 emergency" calls for service to TMFPD Jurisdiction.
- b. Notify Volunteer Fire departments utilizing the TMFPD VHF Paging system and Alpha pagers.
- c. Receive process and dispatch non-emergency calls for and to the TMFPD Jurisdiction.
- d. Dispatch operations will be conducted with the use of a Computer Aided Dispatching system (CAD), which will maintain daily activity logs
- e. Maintain and record unit status and availability in a format required by WCSO and TMFPD policy and procedure committee.
- f. Receive, process, relay and/or respond to radio transmissions from and to all TMFPD personnel on the 800 MHz and or VHF shared radio network or other means when necessary.
- g. With information provided by TMFPD, maintain an equipment resource file, responsible person's file, personnel call-up list, programming for the CAD files, and agency personnel work schedule.
- h. When requested by TMFPD, notify the appropriate law enforcement agency, fire department, Federal Agency or emergency medical services, to provide assistance, if available. All notifications will be made in accordance with WCSO and TMFPD policies.
- i. WCSO will provide information and services related to NCIC/NCJIS inquiries when requested by TMFPD personnel in accordance with and to the extent allowed by NCIC/NCJIS policies.
- j. Maintain recordings of all telephone and radio communications; provide retrieval at the recipient's request in accordance with Nevada Public Records laws.
- k. Retain dispatch tapes and related evidentiary material in accordance of public retention policy per Chapter 239 of the Nevada Revised Statutes.
- l. Provide routine "testing" of communications equipment to include volunteer notification systems in accordance with WCSO Policies and Procedures.
- m. Maintain all communication equipment located within the Communications Center to permit transmission of fire related complaints, emergency or nonemergency communications to and from TMFPD in compliance with applicable FCC, federal, state and local laws.

- n. WCSO shall use its best efforts to dispatch all TMFPD calls for service in accordance with NFPA<sup>1</sup> and NAMED<sup>2</sup> standards of dispatch.
- o. WCSO shall provide a monthly report of compliancy to NFPA standards as identified in (m) above.
- p. WCSO subscribes to the National Emergency Number Association (NENA) call taking operational standard: Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP shall be answered within ten (10) seconds. The remaining ten percent (10%) of calls should be answered within twenty (20) seconds.

9. **DUTIES AND RESPONSIBILITIES OF TMFPD.** The following is a description of the duties of TMFPD in accordance with the terms of this Agreement. TMFPD agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.

- a. At its own expense, install and maintain all “exterior” communications equipment, including but not limited to vehicle and portable radio equipment necessary to communicate with WCSO through acceptable frequencies and repeater sites and ensure compliance with applicable FCC, federal, state and local laws.
- b. Maintain any and all existing radio equipment outside of the above mentioned equipment, scanners and repeater sites that TMFPD determines is essential to their operation.
- c. Notify WCSO of the geographic boundaries of TMFPD’s jurisdiction, to include that of the Sierra Fire Protection District, and advise immediately, in writing, of any changes thereto.
- d. Ensure that all users of TMFPD services are notified of the proper procedure for making emergency and non-emergency requests for services through WCSO for proper and prompt handling.

10. **COST OF SERVICES.** Each Participating Agency shall make contributions for the support of the total annual operating and capital costs of dispatch services provided on behalf of each party.

- a. TMFPD agrees to pay WCSO a flat fee of \$675,000.00 annually to provide the services set forth herein. Beginning July 1, 2017, TMFPD agrees to pay WCSO a flat fee of \$825,000.00 annually to provide the services set forth herein.
- b. TMFPD shall tender payment to WCSO within 30 days of receipt of quarterly invoices.

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<sup>1</sup> NFPA 1221 2010 Edition, Chapter 7 Operations, Section 7.4 Operating Procedures, 7.4.2. NFPA Standards reflect that 95 percent of fire emergency call taking and dispatching (combined) are completed within 60 seconds and 99 percent are completed within 90 seconds.

<sup>2</sup> Clawson and Democoeur, National Academy Emergency Dispatch NAED MPDS, v.11.1 Liberty Press, 2002, ISBN:0-9658890-2-5, Print. (Medical) Call Processing and dispatch of EMS Priority Echo (E) EMS Incidents within 60 seconds, 95 percent of the time (Incoming time to dispatch time.)



11. **RECORD MAINTENANCE.** WCSO agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the TMFPD, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all TMFPD, state and federal regulations and statutes. The period of retention shall be set forth by both parties, dictated by policies and procedures. These records will also include, but are not limited to, call histories, unit statuses, dispatch and related response times, and various statistical data relative to the user agency's daily and annual operations.

12. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

13. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41.

15. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. WSCO shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any employer-employee or principal-agent, or to otherwise create

any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other parties.

16. **USE OF EQUIPMENT.** All equipment and maintenance of equipment located within the facility, either radio or telephonic, shall remain the property of the appropriate agency.
17. **INSPECTION AND AUDIT.** Either Participating Agency shall have the right to conduct a performance audit of the consolidated dispatch center at its expense. The other participating Agency shall cooperate in the conduct of such a performance audit.
18. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
19. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
20. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
21. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
22. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

23. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
24. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
25. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
26. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
27. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
28. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
30. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

31. **FUNDING OUT CLAUSE:** TMFPD reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the District does not allocate funds to continue the function performed by WCSO obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to the District.

The parties have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**WASHOE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

BY: \_\_\_\_\_  
Kitty Jung, Chair

BY: \_\_\_\_\_  
Kitty Jung, Chair

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: April 19, 2016

CM/ACM \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** April 6, 2016

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

**FROM:** Vicki Van Buren, Fiscal Officer  
Phone: (775) 326-6070, Email: [vlvanburen@tmfpd.us](mailto:vlvanburen@tmfpd.us)

**THROUGH:** Charles A. Moore, Fire Chief

**SUBJECT:** Discussion and action on Truckee Meadows Fire Protection District Resolution to transfer \$350,000 from the General Fund Contingency Account to the General Fund Gerlach Fire Services internal order for the purpose of paying temporary staffing costs for Gerlach emergency services. (All Commission Districts)

### SUMMARY

Discussion and action on Truckee Meadows Fire Protection District Resolution to transfer \$350,000 from the Truckee Meadows Fire Protection District General Fund Contingency Account to the General Fund Gerlach Fire Services internal order for the purpose of paying temporary staffing costs for Gerlach emergency services.

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

### PREVIOUS ACTION

May 18, 2015, the Board of Fire Commissioners approved the FY 15-16 Budget which included a General Fund Contingency in the amount of \$350,000.

### BACKGROUND

During December 2015, the fire volunteers from the Gerlach volunteer fire station resigned. In order to continue to provide emergency services to the Gerlach community, Washoe County requested that Truckee Meadows Fire Protection District (TMFPD) provide staffing on a temporary basis until June 30, 2016. The County will be recruiting for full-time staff for the Gerlach community and does not anticipate a need for TMFPD staffing beyond June 30, 2016.

Since December 31, 2015, TMFPD has been staffing the Gerlach station twenty-four hours a day/seven days a week with two personnel at all times at a cost of approximately \$2,000 per day. This agenda item appropriates \$350,000 from the TMFPD General Fund Contingency Account to the internal order established to track the staffing costs attributable to the personnel assigned to Gerlach. These staffing costs were not anticipated during the budget process and this resolution would give the budget authority for the incurred costs.

### **FISCAL IMPACT**

This resolution would move the FY 15-16 TMFPD General Fund Contingency of \$350,000 to the General Fund Gerlach Fire Services Internal Order in order to pay the staffing costs associated with the Gerlach emergency services being provided to Washoe County. Washoe County will be reimbursing the District quarterly for all staffing costs associated with this temporary arrangement which will end on June 30, 2016.

### **RECOMMENDATION**

To approve the Truckee Meadows Fire Protection District Resolution to transfer \$350,000 from the Truckee Meadows Fire Protection District General Fund Contingency Account to the General Fund Gerlach Fire Services internal order for the purpose of paying temporary staffing costs for Gerlach emergency services.

### **POSSIBLE MOTION**

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

*"I move to approve the Truckee Meadows Fire Protection District Resolution to transfer \$350,000 from the General Fund Contingency Account to General Fund Gerlach Fire Services internal order for the purpose of paying temporary staffing costs for Gerlach emergency services."*

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
RESOLUTION TO TRANSFER \$350,000 FROM THE DISTRICT'S GENERAL FUND  
CONTINGENCY ACCOUNT TO THE GENERAL FUND GERLACH FIRE SERVICES INTERNAL  
ORDER TO AUGMENT THE DISTRICT'S FY 15-16 GENERAL FUND BUDGET IN THE AMOUNT  
OF \$350,000 FOR THE PURPOSE OF PAYING TEMPORARY EMERGENCY SERVICES BEING  
PROVIDED TO THE GERLACH COMMUNITY ON BEHALF OF WASHOE COUNTY**

**WHEREAS**, the Board of Fire Commissioners have approved the District's FY 15-16 Budget which includes a General Fund Contingency Account of \$350,000; and

**WHEREAS**, there are salary and benefits associated with temporary emergency services staffing being provided to the Washoe County Gerlach Community, however, the District does not have budget authority to pay in FY 15-16; and

**WHEREAS**, the District desires to have resources set aside to insure the District is able to pay all its outstanding liabilities; and

**WHEREAS**, resources from the FY 15-16 Contingency are available to the General Fund in accordance with NRS 354 and which appropriations are required to be augmented to the General Fund Gerlach Fire Service Internal Order in the amount of \$350,000; and

**WHEREAS**, there is a need to apply these proceeds in the previously mentioned fund.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the Truckee Meadows Fire Protection District shall augment its FY 15-16 budget by appropriating \$350,000 from the General Fund Contingency Account for use in the above-mentioned fund for the purpose of paying salary and benefits for personnel temporarily providing emergency services to the Gerlach community, thereby increasing its appropriations by \$350,000, and further that the District shall forward the necessary documents to the Department of Taxation, State of Nevada.

Upon motion by Fire Board Commissioner, \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing Resolution was passed and adopted this 19th day of April, 2016, by the following vote:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

**BOARD OF FIRE COMMISSIONERS**

\_\_\_\_\_  
**Kitty K. Jung, Chair**

**ATTEST:**

\_\_\_\_\_  
**CLERK**



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: April 19, 2016

CM/ACM \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** April 6, 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](mailto:cmoore@tmfpd.us)  
**SUBJECT:** Discussion and possible approval to award Request for Proposals 16-001 for two (2) new Water Tenders to Burton's Fire Inc., 1301 Doker Drive, Modesto, CA 95351 for a total award amount of \$687,066. (All Commission Districts)

### SUMMARY

Discussion and possible approval to award Request for Proposals (RFP) 16-001 for two (2) new Water Tenders to Burton's Fire Inc., 1301 Doker Drive, Modesto, CA 95351 for a total award amount of \$687,066.

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

### PREVIOUS ACTION

May 18, 2015, the Board of Fire Commissioners approved the District's FY 15/16 Budget and adopted the Capital Improvements Plan for Fiscal Year 2016.

### BACKGROUND

The Truckee Meadows Fire Protection District, through approval of the FY15-16 budget, has funds available for the purchase of two (2) new Water Tender fire apparatus. The acquisition of these new apparatus is a major component of providing reliable fire protection to the District.

On April 24, 2015, a RFP was issued for two (2) new Water Tenders and proposals were received on May 15, 2015. Staff evaluated the two proposals that were received, and both exceeded the District's budget. Because sufficient funds were not budgeted for the apparatus and necessary equipment in FY 14/15, no award was made at that time. Sufficient funds are available in the FY 15/16 for the purchase of the apparatus, and staff reached out to suppliers and drafted a new RFP based on supplier input, exercising due diligence to remove barriers that may have limited competition. The cost of the equipment needed to ready the apparatus for service is approximately \$70,000 for each unit and is proposed in the FY 16/17 budget.

A new RFP for the apparatus was solicited on February 29, 2016, and sealed proposals were opened in the Truckee Meadows Fire Protection District Administrative offices at 2:00 P.M., Tuesday, March 22, 2016. This RFP was duly advertised in the newspaper and online through the services of [www.DemandStar.com](http://www.DemandStar.com), resulting in the notification of 14 suppliers, of which 7 downloaded the RFP documentation and specifications. Two (2) suppliers notified the District that they could not meet the stated deadlines and would not be submitting proposals. Two (2) suppliers did submit proposals and (2)

**AGENDA ITEM #12**



proposals were received; however one supplier missed the deadline, forcing its rejection and leaving one (1) proposal received in good order.

**Responding Proposer:**

Burton's Fire Inc.  
1301 Doker Drive  
Modesto, CA 95351

Proposed Price:	\$ 346,033.00 each
Discount for 100% Chassis Payment upon delivery to Burton's Fire Inc.	\$ <u>(2,500.00)</u> each
Discounted Price:	\$ 343,533.00 each

Total Cost for Two Units	\$ 687,066.00 total
Delivery Date:	180 Calendar Days from Receipt of Chassis

By awarding this RFP to Burton's Fire Inc., this purchase would be part of a continuation in the development of standardizing the department wide fleet that will be more economic and efficient to maintain, simplify training and enable personnel to operate safer and more effectively throughout the District.

**FISCAL IMPACT**

Sufficient funding is provided in the District's Capital Budget for the purchase of the two Water Tenders. The cost of the equipment needed to ready the apparatus for service is approximately \$70,000 for each unit and is proposed in the FY 16/17 budget. Therefore, the total estimated cost per Water Tender is \$413,533 for a total of \$827,066.

**RECOMMENDATION**

It is recommended that the Board award RFP 16-001 for two (2) new Water Tenders to Burton's Fire Inc., 1301 Doker Drive, Modesto, CA 95351 for a total award amount of \$687,066.

**POSSIBLE MOTION**

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

*"I Move to award RFP 16-001 for two (2) new Water Tenders to Burton's Fire Inc., 1301 Doker Drive, Modesto, CA 95351 for a total award amount of \$687,066."*