

BOARD OF FIRE COMMISSIONERS

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

FIRE CHIEF

Charles A. Moore

DEPUTY DISTRICT ATTORNEY

David Watts-Vial



Notice of Meeting and Agenda

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

9:00 a.m.

Tuesday, July 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. 9th Street, Bldg. A), Washoe County Courthouse-District Court Administrator/Clerk of Court (75 Court Street), Washoe County Downtown Library (301 South Center Street) and Sparks Justice Court (1675 East Prater Way) and Truckee Meadows Fire Protection District's website at www.washoecounty.us/tmfpd

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

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

9:00am *1. Salute to the Flag

*2. Call to order/roll call

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

4. Consent Items:

- A. Approval of minutes from the June 21, 2016 meeting.
- B. Approval of a Cooperative Agreement and associated Annual Operating Plan between the City of Sparks Fire Department and the Truckee Meadows Fire Protection District.
- C. Discussion and possible approval to revise an existing class specification titled Fire Prevention Specialist (class code 17400/17157) and create two class specifications titled Fire Prevention Specialist I (class code 18181) and Fire Prevention Specialist II (class code 17400) which are flexibly staffed, and delimit unused classification code 17157 for Fire Prevention Specialist (early retirement).
- D. Discussion and possible approval of Memorandum of Understanding outlining amendments to Article's 2, 13, 16, and 30 in the existing Collective Bargaining Agreement between Truckee Meadows Fire Protection District and Truckee Meadows Firefighters Association I.A.F.F. Local 3895.
- E. Discussion and approval of a supplemental Employee Assistance Program through the ESI Group (the EAP) for District employees and dependents at an estimated pro-rated cost of \$1,446.65 for the remainder of the 2016 Calendar year and authorize the Chair of the Board of Fire Commissioners to execute the service agreement.
- F. Discussion and possible approval of a salary range of \$\$79,955.20 to \$99,112.00 for Fire Equipment Fleet Manager Position

*5. I.A.F.F Local 3895 Report

- *6. Fire Chief Report:
 - A. Report and discussion related to fire district operations
 - B. Career Statistics and Report for May 2016
 - C. Volunteer Statistics and Report for May 2016
- 7. Authorize the payment of the workers' compensation insurance for the Truckee Meadows Fire Protection District to the Nevada Public Agency Insurance Pool Public Agency Compensation Trust (PACT), for the period of July 1, 2016 through June 30, 2017 for an annual estimated premium of \$1,097,556.
- 8. Discussion and possible approval of Addendum to Interlocal Agreement for Administrative & Technical Services between Washoe County and Truckee Meadows Fire Protection District.
- 9. Recommendation to award a bid for the remodel of Galena Station #39 located at 4000 Joy Lake Road, Reno, NV to the lowest responsive and responsible bidder, Houston Smith Construction, in the amount of \$210,000, and if awarded, authorize the Chair to execute contract documents upon presentation.
- 10. Discussion and possible approval of the annual performance evaluation for Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals, and objectives.
- 11. Possible Closed Session for the purpose of discussing labor issues with Truckee Meadows Fire Protection District per NRS 288.220.
- *12. Commissioners'/Fire Chief's announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item).
- *13. Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.

Adjournment

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

TUESDAY

9:00 a.m.

JUNE 21, 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:

16-062F AGENDA ITEM 3 Public Comment.

Ian Satterfield, President of the Truckee Meadows Firefighters Association (Local 3895), stated 37 children participated in the Kids Fire Camp. He said 15 of the 37 participants were girls, which he thought was great. He said an award for model conduct was created by the Local 3895. He stated there were new additions to the Kids Fire Camp this year including a confined space trailer. He said there was also a rock wall for the children to climb. He mentioned that near the end of camp, most of the firefighters had to leave to cover the Hawken Fire. He thanked all the members who assisted with the Kids Fire Camp and the Hawken Fire.

Mark Thyer, Treasurer of the Local 3895, said he was the Operations Section Chief for the annual Kids Fire Camp. He introduced Harlowe Sevedge, a first year camper, who was chosen for her outstanding conduct during the 3-day camp. He noted Ms. Sevedge helped with duties, was self-directed and a great listener. He said she overcame challenges in the confined space trailer, which had a dark and smoky maze inside. Mr. Thyer presented Ms. Sevedge with an award for her model conduct.

CONSENT ITEMS 4A THROUGH 4C

16-063F 4A Approval of minutes from the May 17, 2016 meeting.

16-064F 4C Approve a Resolution authorizing Truckee Meadows Fire Protection District staff to purchase personal property and equipment necessary to

JUNE 21, 2016

**AGENDA ITEM #4A
PAGE 1**

accomplish the purposes of NRS 474.460 through NRS 474.540 and describing a process and limitations for such purchases.

Chief Moore stated Agenda Item 4B was pulled from the consent items.

There was no public comment on this item.

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

16-065F **AGENDA ITEM 5** A. Report and discussion related to fire district operations; B. Career Statistics and Report for April 2016; C. Volunteer Statistics and Report for April 2016.

Chief Moore stated that recently there was smoke reported behind Montreux and not only did the Truckee Meadows Fire Protection District (TMFPD) respond quickly but the Forest Service responded as well. He said the Forest Service was now located at the former TMFPD Station 381, which used to house the Galena volunteers. He noted the Bureau of Land Management (BLM) occupied the old Cold Springs volunteer station. He stated the level of service in the North and South had increased, which would make a huge difference in response times for wildfires.

TMFPD Division Chief Tim Leighton was the Incident Manager of the Hawken Fire. He stated the wind was a significant issue for firefighters subsequently grounding all air resources. He indicated there were 63 structures threatened by the fire and he displayed a map of the affected areas. He said they utilized some mutual aid agreements and had a total of 33 engines, 9 hand crews, and 360 firefighters working to suppress the fire. He stated 270 acres were burned with no structures lost and no injuries.

*
Commissioner Berkbigler thanked the firefighters for great job containing the fire. She said she received many comments from constituents who were delighted and grateful.

Commissioner Lucey concurred with Commissioner Berkbigler's comments. He thanked Chief Moore for the continual status updates regarding the fire.

Commissioner Hartung commended Chief Moore on an amazing job with the Hawken Fire. He asked if the cause of the fire had been determined yet and Division Chief Leighton indicated the cause was still under investigation.

Commissioner Herman commended the TMFPD on a job well done.

Division Chief Leighton stated there were two other fires burning at the same time as the Hawken Fire. He noted fire resources from around the region worked on the fire suppression of the three fires.

Chair Jung thanked the communications team who had just completed working the election and then had to go directly into fire coverage. She stated Chief Moore did a great job communicating what was going on with the fire. She thanked him for stressing that the protection of structures was the top priority.

Chief Moore thanked all the mutual aid partners who assisted with the fire suppression.

There was no action or public comment on this item.

16-066F **AGENDA ITEM 6** Discussion and possible approval to add a standing item to the Truckee Meadows Board of Fire Commissioners Agenda to provide for updates from I.A.F.F Local 3895.

There was no public comment on this item.

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

16-067F **AGENDA ITEM 7** Presentation and discussion of the 2016 Truckee Meadows Fire Protection District Strategic Plan.

Chief Moore thanked Chair Jung and Commissioner Lucey for providing input regarding the strategic plan process. He was pleased with the outcome because not only did the plan provide strategic objectives, it also provided a specific work plan. He asked the Board to review the strategic initiatives on page 8 of the staff report. He said the focus would be on the internal processes since most of the external issues had been resolved. He stated the goal was to improve communications both internally and with the public. He noted his current goal was to present the strategic plan and to obtain the Board's input and direction.

Commissioner Hartung stated he would like to have flexible crews so resources could be moved to where they would be best utilized. He said a flexible crew would consist of a two-person rescue team who could flex throughout the system and immediately step into any situation. He noted that in many cases a flexible crew could relieve responders in places where a full engine crew was not necessary.

Chief Moore stated he agreed with Commissioner Hartung.

Commissioner Berkbigler thought Commissioner Hartung's suggestion could fall under the bullet point of "leverage technology to improve the quality and

efficiency of services". She thought they could figure out a way to provide flexible crews in specific areas.

Commissioner Hartung said he stopped by Station 17 recently and found the crew was out on a call; however, the Station 14 team was covering for them. He thought this was another area where flexible crews could cover when full crews were not necessary.

Chief Moore stated this initiative could significantly improve the service level.

There was no public comment on this item.

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

16-068F **AGENDA ITEM 8** Discussion and possible approval of a Scope of Work Plan to review and update the District's Standard of Cover.

Chief Moore said it had been some time since the Board thoroughly reviewed the service level. He stated the Standard of Cover would provide an in-depth plan for service levels, Administration and Support staffing levels, operational staffing levels, performance goals, objectives and measures. He recommended Emergency Services Consulting International (ESCI) to conduct a study because they were intimately familiar with the operation. He thought the contemplation of any other vendor would take a significant amount of time, preparation and training. He thought ESCI's proposal did a very good job of providing a global view of what areas needed attention.

Chair Jung wondered if ESCI would be analyzing the "approved but not yet built" density as well as the areas that were likely to be annexed by the City of Reno. She indicated there were many "approved but not yet built" areas due to the extensions that were issued during the housing crunch.

Chief Moore stated the "approved but not yet built" density would be considered because it was a very important component of where future growth would be happening.

There was no public comment on this item.

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

16-069F **AGENDA ITEM 9** Recommendation to approve an Agreement in the amount of \$87,700 for Civil Design Services between Truckee Meadows Fire Protection District and CFA, Inc. to provide professional services as defined in attachment A of the proposal dated May 13, 2016.

Chief Moore stated this item was before the Board because they were going to exceed \$100,000 with this particular consultant. He said CFA, Incorporated (CFA) would provide planning and civil engineering for Station 14 in addition to work at Stations 39 and 37.

Commissioner Lucey stated CFA had done a great job working with the department and had addressed the majority of the problems that could affect the stations in District 2.

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 Agenda Item 9 be approved.

16-070F **AGENDA ITEM 10** Authorize the renewal of the Property and Liability Insurance Policy for the Truckee Meadows Fire Protection District with the Nevada Public Agency Insurance Pool, for one year beginning July 1, 2016 for an annual premium of \$140,048.42.

Chief Moore stated the Board was aware the TMFPD would be saving a significant amount of money due to the consolidation of the TMFPD and the Sierra Fire Protection District and also because they would not have as many volunteer stations. He indicated the insurance premium was about \$70,000 less than the previous year.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 10 be authorized.

16-071F **AGENDA ITEM 11** Recommendation that the Board of Fire Commissioners approve quarterly requests for reimbursement from the Washoe County, Nevada OPEB Trust Fund to Truckee Meadows Fire Protection District for the cost of retiree health insurance premiums.

Vicki Van Buren, TMFPD Chief Fiscal Officer, stated this item pertained to the retiree health insurance premiums, which the TMFPD was responsible to pay for. She said the past practice was to charge the premiums to the OPEB Trust Fund directly. Recently it was discovered that the past practice was not compliant with the Nevada Administrative Code. She added in 2015, the Washoe County Board of County Commissioners approved an item that allowed the County to request quarterly reimbursements from the OPEB Trust Fund. She said this item was intended to mimic the County's process.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 11 be approved.

16-072F **AGENDA ITEM 12** Discussion and possible approval of a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Chief Officers Association for a three year term, and if approved, authorize the Chair to sign on behalf of the Board.

Chief Moore stated the bargaining agreement negotiations were positive and he recommended approval of the agreement.

On the call for public comment, Cathy Brandhorst spoke about matters of concern to herself.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 12 be approved and authorized.

16-073F **AGENDA ITEM 13** Discussion and possible action to amend and retitle the Washoe County Fire Hazard Map to include the Estates at Mount Rose Community.

Chief Moore stated that several months ago the Estates at Mount Rose petitioned the Board to request an amendment of the Washoe County Fire Hazard Map to correct the fire hazard risk rating from high to moderate. He said in 2005 the area was rated moderate and research did not reveal any information regarding the change to a high rating in 2009. He stated the community had done a significant number of fuel reduction projects, created a Community Wildfire Protection Plan (CWPP), and was very active in managing the fire protection and wildfire risks. He said an assessment was completed and the Wildland-Urban Interface (WUI) Code was applied to the findings. The numbers indicated that the risk rating should be moderate. He noted another part of the recommendation was to retitle the map so it would apply specifically to new construction because that was the intent of the map. He said staff looked at the wildfire hazard rating and applied the WUI Code to new construction, which informed applicants how many fire protection features, how much defensible space and how much water was needed. There was one insurance company that would not insure any structures in the area due to the high fire hazard rating. He indicated the insurance companies looked at many different factors, but should not use the fire hazard map to determine risk. He said he agreed with the recommendations.

Commissioner Lucey thanked Chief Moore for working with the citizens of the Estates at Mount Rose. He said the citizens were extremely engaged in the community and worked diligently to resolve the fire hazard rating issue. He was happy the citizens would get the rating adjustment they deserved.

There was no public comment on this item.

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 13 be approved.

16-074F **AGENDA ITEM 14** Discussion and possible approval of a Mutual Aid Agreement between Truckee Meadows Fire Protection District and the Regional Emergency Medical Services Authority.

Chief Moore stated the Mutual Aid agreement would allow the TMFPD ambulance to respond to emergency medical calls. He stated the ambulance would be based at the Bowers station and would respond at the direction of the Regional Emergency Medical Services Authority (REMSA). He noted this was an additional resource for the community and he was happy to move forward with it.

Commissioner Berkbigler stated she supported this item and there was a real need for a mutual aid agreement with the REMSA, especially during inclement weather.

Commissioner Lucey thanked Chief Moore and Dean Dow, President of the REMSA, for working together to develop this agreement. He stated a mutual aid agreement was necessary due to the travel times between Washoe Valley and Reno.

Commissioner Hartung thanked the REMSA for the noticeable changes that had taken place. He stated the response time for Spanish Springs had improved and he thought the REMSA was doing a great job in the outlying areas.

Chair Jung said this agreement originated through the District Board of Health, but had to come before the Board of County Commissioners. She stated Mr. Dow was extremely qualified for his position because he was formerly a Fire Chief. She said she was proud to have the REMSA as a partner.

On the call for public comment, Cathy Brandhorst spoke about matters of concern to herself.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 14 be approved.

16-075F **AGENDA ITEM 15** Discussion and possible approval of a Memorandum of Understanding between Regional Emergency Medical Services Authority, City of Reno, and City of Sparks establishing a new "Omega" protocol for 9-1-1 Calls.

Chief Moore stated this was a very innovative program that was needed in Northern Nevada. He explained that 9-1-1 calls would be screened at a higher degree to determine whether an ambulance and paramedic response was necessary. He said this

would free up resources for the TMFPD and the REMSA when a paramedic level of service was not necessary. He explained if a call required an "Omega" response, only the resources that were needed would be dispatched.

On the call for public comment, Cathy Brandhorst spoke about matters of concern to herself.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 15 be approved.

16-076F **AGENDA ITEM 16** 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.

16-077F **AGENDA ITEM 17** Announcements/Reports.

Commissioner Herman asked Chief Moore to bring a report to the Board with details regarding the emergency medical services calls in Sun Valley. She thought the number of calls in that area seemed unusually high.

Commissioner Hartung requested more than two hours of staff time for a meeting with County Manager John Slaughter; Assistant County Manager Kevin Schiller; TMFPD Fire Chief Moore; TMFPD Assistant Fire Chief Leighton; Business Facilitator Mojra Hauenstein; Director of Community Services Dave Solaro and Building Director Don Jeppson regarding a position in the Building and Safety Department. He said the position could relieve pressure from the TMFPD Fire Marshal and allow her to focus on more pressing issues. He asked for a report regarding a recent incident that occurred at the Moon Rocks.

Commissioner Lucey asked for an update regarding Station 39.

Chair Jung wanted Sun Valley's hazard rating to be analyzed. She asked Chief Moore to present a salary equity proposal. She explained that the Sparks Fire Chief made more money and had less responsibilities.

Chief Moore stated this was the last meeting as the Sierra Fire Protection District. He said the new employees for the Gerlach station had been hired and would start work on July 1, 2016.

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

16-078F **AGENDA ITEM 18** Public Comment.

Cathy Brandhorst spoke about matters of concern to herself.

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10:07 a.m. There being no further business to discuss, the meeting was adjourned without objection.

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: July 19, 2016

Fire Chief _____
Finance _____
Legal _____
Risk Mgt. _____
HR _____

DATE: July 5, 2016
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Telephone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Approval of a Cooperative Agreement and associated Annual Operating Plan between the City of Sparks Fire Department and the Truckee Meadows Fire Protection District. (All Commission Districts)

SUMMARY

This staff report seeks approval of a Cooperative Agreement and associated Annual Operating Plan between the City of Sparks Fire Department (SFD) and the Truckee Meadows Fire Protection District (TMFPD).

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

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

PREVIOUS ACTION

On June 12, 2012 the Board of Fire Commissioners approved and accepted a five (5) year Cooperative Agreement and a corresponding Annual Operating Plan between TMFPD, Sierra Fire Protection District (SFPD) and SFD that subsequently required the Annual Operating Agreement to be renewed annually.

BACKGROUND

As of July 1, 2016 Sierra Fire Protection District no longer exists, therefore, staff, with the cooperation of our regional partner, the City of Sparks Fire Department, updated the necessary agreements to provide for a seamless transition of automatic and mutual aid.

The Annual Operating Plan outlines common expectations, operating protocols, reimbursement rates and shared responsibilities, mutual and automatic aid parameters during wildland fires involving the TMFPD and the City of Sparks.

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

FISCAL IMPACT

Should there be any costs related to exceeding the time threshold and or the need to enter into cost share agreements, there is sufficient budget authority within the approved 2016/17 budget.

AGENDA ITEM #4B

RECOMMENDATION

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

"I move to approve a Cooperative Agreement and associated Annual Operating Plan between the City of Sparks Fire Department and the Truckee Meadows Fire Protection District."

**Cooperative Agreement between
Sparks Fire Department and the
Truckee Meadows Fire Protection District**

****Ø****

This Cooperative Agreement ("Agreement") is made and entered into by the City of Sparks (hereinafter referred to as "Sparks Fire") and the Truckee Meadows Fire Protection District (hereinafter referred to as "District") and is effective on the date as provided herein.

RECITALS

WHEREAS, each of the above-named entities maintains and operates fire/rescue organizations within their respective jurisdictions; and,

WHEREAS, on occasion each agency experiences fires or other emergencies of such a magnitude that assistance of other fire response organizations would be beneficial in addressing the emergencies; and,

WHEREAS, the parties hereto desire to enter into a cooperative agreement pursuant to NRS 277.045 to provide for the circumstances and procedures under which each agency will provide assistance, both mutual and automatic aid, in responding to fire and other emergencies when requested by the other party; and,

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the parties mutually agree to provide fire suppression equipment, facilities and personnel to each other under the following terms and conditions:

- 1. Definitions** - The following definitions shall have the meaning ascribed to them:
 - a. **Agency Representative** - This person serves as the point of contact for the responding or requesting agency and has been delegated authority to make decisions on matters affecting that agency's participation at the incident.
 - b. **Annual Operating Plan** – The parties will meet annually, to prepare an annual operating plan (AOP). This AOP will include current rates for use of equipment and personnel, list of principal personnel, and any other items identified in this agreement.
 - c. **Assistance by Hire** – Assistance by hire is the provision to provide fire suppression or support resources to the other party on a reimbursement basis. All reimbursement shall be based upon rates established in the AOP.

- d. Automatic Aid – Automatic aid means both parties are automatically dispatched, without a specific request, to an incident occurring in a designated area.
 - e. Mutual Aid – Mutual aid may be provided in the event of a specific request for assistance as set forth below.
 - f. Requesting Agency - The agency which experiences an incident in which assistance, whether mutual aid or automatic aid, is sought shall be known herein as the Requesting Agency.
 - g. Responding Agency - The agency providing assistance, whether through mutual aid or automatic aid, shall be known herein as the Responding Agency.
2. **Request for Mutual Aid.** When it is believed that mutual aid is necessary, a request for assistance shall be made by the most expedient manner possible. Both agencies shall provide a telephone number or telephone numbers to the other agency which should be used when requesting assistance from the Responding Agency. It is mutually agreed that either party may operate on the other parties' radio frequency.
3. **Mutual Aid Resource Determination.** The Battalion Chief for the Responding Agency shall determine whether it has sufficient resources available to provide mutual aid and respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency firefighting equipment, personnel and facilities. Neither agency is obligated to reduce the level of resources available in the responding jurisdiction below that deemed reasonably necessary to provide the residents of the Responding Agency's jurisdiction with fire suppression services.
4. **Automatic Aid.** The parameters of Automatic aid and the attendant response areas are set forth in AOP. The AOP may be modified by mutual agreement of the Fire Chiefs for the parties provided that the revisions are signed by the Fire Chiefs or duly authorized designee and provided to the respective City or County Clerks before they are effective.
5. **Communications.** In both mutual and automatic aid situations, the operating frequency will be designated by the Requesting Agency's dispatch center. It will be identified at the same time the request for assistance is made by the Requesting Party. All communications will be to the requesting dispatch center on the designated frequency.
6. **Incident Management.** Any mutual or automatic aid extended under this Agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is

requested unless the command of an incident has been transferred to another agency or to an incident management team. Pursuant to this authority, the Requesting Agency, the agency which has command or the incident management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this Agreement.

- 7. Mutual/Automatic Aid.** Mutual aid and automatic aid shall be provided without expectation of reimbursement for the first (12) twelve hours from the time of response. All mutual or automatic aid provided beyond (12) twelve hours will be considered assistance by hire.

If reimbursement is available as a result of a declaration of disaster, grant, and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning from the time of initial dispatch from the Responding Party's home base, to the time of return to the home base. Events that are cost recoverable and/or payable through State or Federal Funding, or from third parties determined responsible shall be reimbursable. All reimbursement shall be based upon rates established in the AOP.

- 8. Assistance by Hire.** Assistance by Hire is the provision of fire suppression resources, by one Agency to another, on a reimbursement basis. Except for mutual and automatic aid, all requests for fire suppression assistance shall be assistance by hire. Any resources provided by a Responding Agency, and not specifically ordered by the Requesting Agency, shall be considered a voluntary contribution. Agencies to this agreement will provide current Assistance by Hire rate schedules and updates when rates change. The rates will be posted and updated in the AOP.

- 9. Incident Management Teams.** Salary, benefits, overtime, and transportation for personnel assigned to an Incident Management Team that is utilized by the Requesting Agency to manage their incident, through delegation of authority, will be considered assistance by hire.

- 10. Hazmat Team.** All hazardous materials responses will be in accordance with the current Regional Hazardous Materials Response Agreement.

- 11. Equipment.** The Responding Agency is responsible for the operation, service and maintenance of their equipment during incident operations on the jurisdiction of the Requesting Agency. The Requesting Agency shall be responsible to pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost, damaged or destroyed, except for damage that occurred as a result of negligence by the Responding Agency. Replacement or reimbursement to the Responding Agency by the Requesting Agency will occur within 90 days of receipt of an invoice documenting such equipment.

- 12. Incident Report.** Upon request, the Responding Agency to a mutual aid incident shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident.
- 13. Worker's Compensation.** For the limited purpose of the exclusive remedy set forth in NRS 616A020, both parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.
- 14. Independent Agencies.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to 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, shall have the sole right to supervise, manage, operate, control, and direct performance of the incident under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an 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 party.
- 15. Hold Harmless.** The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of both parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.
- 16. Third Party Beneficiaries.** This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.
- 17. Integration and Modification.** This Agreement and the AOP constitute 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 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.

- 18. 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.
- 19. Assignment.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.
- 20. 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.
- 21. 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 engage in the cooperative action set forth in this Agreement.
- 22. Governing law; Jurisdiction.** This Agreement is entered into in the State of Nevada and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.
- 23. Ratification and Term.** This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effect for five years, unless revoked by either party without cause, provided that a revocation shall not be effective until 90 days after a party has served written notice of revocation to the other party.
- 24. Amendment.** The parties may amend this agreement at any time by an endorsement made in writing and approved by the Sparks City Council and the District's fire board.

25. Termination. The Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause upon 90 days written notice. The parties expressly agree that this Agreement shall be terminated immediately if for any reason any party's funding ability supporting this Agreement is withdrawn, limited, or impaired. This Agreement will be reviewed by the parties every other year to determine if any modifications are necessary.

26. Notices. 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 when delivered personally by hand, or by telephonic facsimile with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, postage repaid on the date posted, and addressed to the other party at the following addresses:

Sparks Fire Department
Fire Chief, Andy Flock
1605 Victorian Ave.
Sparks, NV 89431

Truckee Meadows Fire Protection District
Fire Chief, Charles Moore
PO Box 11130
Reno, NV 89520-0027

Any party may designate a different address or representative to receive notices provided that such designation is sent in writing to the other party in accordance with this paragraph.

Dated this _____ day of _____, 2016.

Page 7 of 7

**2016 Annual Operating Plan for the
City of Sparks Fire Department and Truckee Meadows Fire Protection District**

CITY OF SPARKS FIRE DEPARTMENT RATE SCHEDULE

PERSONNEL AND EQUIPMENT BILLING RATES

The following reimbursement rates apply to responses under the terms and conditions of the current "Cooperative Agreement".

DAILY RATE FOR PERSONNEL ON "E" NUMBER

Apparatus responding to an incident on an "E" number will be staffed with three (3) personnel unless specified differently on the resource order. Portions of one day will count as a full day. If more or less than three (3) personnel are required/requested, cost to government rates will be added from PERSONNEL HOURLY RATES below.

1 Captain, 1 Operator, 1 Firefighter	<u>Daily Rate</u>
	\$3115.00

PERSONNEL HOURLY RATES

Personnel responding to an incident on an overhead resource order, "O" number, will be billed on a portal to portal basis. This includes backfill (56 hour employee's only) for the position to meet the agency specific staffing requirements. Billed rate will be at the actual cost to government and may be different than the rate quoted in this document. Overtime Rates are paid at Time and One Half.

<u>40 Hour Personnel</u>	<u>Hourly Rate</u>
• Division Chief	\$67.78/hr
• Training Captain	\$52.40/hr
• Investigator/Inspector	\$50.96/hr
• Mechanic	\$32.00/hr

<u>56 Hour Personnel</u>	<u>Hourly Rate</u>
• Battalion Chief	\$40.05/hr
• Fire Captain	\$32.78/hr
• Fire Apparatus Operator	\$28.98/hr
• Firefighter/EMT II	\$24.76/hr

APPARATUS RATES

Apparatus responding to an incident on a resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Apparatus and Equipment are not included in portal to portal pay provisions. Reimbursement for all apparatus and support equipment will be at the rate quoted in this document.

• Structure Engine - Type I	\$190.00/hr
• Brush Engine - Type III	\$170.00/hr
• Brush Engine – Type VI	\$100.00/hr
• Water Tender Type II	\$170.00/hr
• Haz-Mat Unit	\$225.00/hr
• Heavy Rescue Unit	\$175.00/hr
• Heavy Rescue Unit w/ Trailer	\$200.00/hr
• Water Rescue Unit w/ Boat(s)	\$ 85.00/hr
• Aerial Apparatus	\$200.00/hr

SUPPORT VEHICLE COSTS

Vehicles used will be billed on a daily rate (calendar day).

• Command or Pickup	\$96.00/day plus \$0.54 per mile
• Polaris Ranger UTV	\$150.00/day

CONTACT PERSONS AND PHONE NUMBERS

Note: area code is (775) unless otherwise indicated

SPARKS FIRE DEPARTMENT STAFF OFFICERS:

	<u>Office</u>	<u>Cellular</u>
• Fire Chief, Tom Garrison	353-2254	527-3703
• Division Chief / Operations, Jim Reid	353-2265	291-8616
• Division Chief / Chris Maples	353-1618	720-7572
• A Shift Battalion Chief, Scott Means	353-2258	762-9663
• B Shift Battalion Chief, Shawn McEvers	353-2258	224-6904
• C Shift Battalion Chief, Jim Kindness	353-2258	762-9098

FACILITIES:

• Station 1, 1605 Victorian Avenue	353-2259
• Station 2, 2900 N. Truckee Lane	353-2252
• Station 3, 1750 E. Greg Street	353-2395
• Station 4, 1450 Disc Drive	626-4784
• Station 5, 6490 Vista Boulevard	626-4794

Administrative Office, 1605 Victorian Ave; Sparks, NV 89431	353-2255
Sparks Dispatch, 1701 E. Prater Way; Sparks, NV 89434	353-2231

Truckee Meadows Fire Protection District

2016 BILLING RATES

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

APPARATUS RATES

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

- Structure Engine - Type I \$190.00/hr.
- Brush Engine - Type III \$170.00/hr.
- Water Tender \$170.00/hr.
- Patrol Truck – Type VI \$100.00/hr.
- Rescue \$75.00/hr.
- Heavy Rescue \$175.00/hr.
- Air Truck \$150.00/hr.
- Fuel Truck \$75.00/hr.
- Water Rescue Unit w/Boats \$75.00/hr.
- Hazmat Unit \$225.00/hr.
- Heavy Mechanic Truck \$125.00/hr.

SUPPORT VEHICLE AND EQUIPMENT RATES

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

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

COUNTY OR FIRE DISTRICT OWNED VEHICLES:

- Command Vehicle \$96.00/day plus \$0.55 per mile
- SUV/Pickup (½ ton and below) \$86.00/day plus \$0.55 cents per mile
- Pickup (¾ ton and above) \$96.00/day plus \$0.55 cents per mile
- Polaris UTV \$150.00/day (must be ordered via resource order)
- Privately Owned Vehicle \$0.55 cents per mile
- Masticator \$115.00/hr. plus fuel costs or \$44.00/hr. additional
- Ambulance \$125.00/hr.

PERSONNEL RATES

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

40 Hour Rate	Regular	OT	CB OT
Chief	74.63		
Deputy Fire Chief	71.40	107.10	
Battalion Chief	59.66	89.49	125.21
Chief Officer-Logistics	59.66	89.49	125.21
Fire Marshal	56.28	84.42	107.72
Fire Prevention Specialist	38.44	57.66	73.57
40 Hour Rate	Regular	OT	CB OT
Logistics Captain	45.61	68.41	95.72
Fire Mechanic	34.50	51.75	66.03
Training Captain	46.94	70.41	98.51

56 Hour Rate	Regular	OT	CB OT
Battalion Chief	42.62	63.93	89.45
Training Captain	30.48	45.72	63.97
Captain	30.48	45.72	63.97
Operator	27.16	40.73	56.99
Paramedic	25.62	38.43	53.77
Firefighter	23.05	34.58	48.38

CONTACT PERSONS AND PHONE NUMBERS

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

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

Vicki Van Buren, Chief Fiscal Officer
(775) 326-6070

MAILING/BILLING ADDRESSES

Truckee Meadows Fire Protection District
P.O. Box 11130
1001 E. Ninth Street
Reno, NV 89520-0027
(775) 326-6000
(775) 326-6003 fax

DUNS NUMBER

006811244

TAX ID NUMBER

EIN # 38-3856902

STATION LOCATIONS**Career Stations**

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

Volunteer Stations

VFD #221 – 11525 Red Rock Rd., Silver Lake
VFD #223 – 130 Nectar St., Lemmon Valley
VFD #225 – 400 Stampmill Dr., Wadsworth
VFD #227 – 3010 Lakeshore Blvd., Washoe Valley
VFD #229 – 6015 Ironwood Rd., Palomino Valley
VFD #301 – 345 Bellevue Rd., Washoe Valley
VFD #351 – 165 Bridge St., Verdi

Other Stations

#220 – 3405 White Lake Pkwy., Cold Springs

FREQUENCIES TO BE USED FOR WILDLAND FIRES

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

REPEATER TONES

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

SPARKS FIRE DEPARTMENT

TRUCKEE MEADOWS FIRE PROTECTION

Tom Garrison, Fire Chief

Charles A. Moore, Fire Chief

Date

Date

<p>Attest by:</p> <p>_____ Teresa Gardner City Clerk, City of Sparks</p> <p>_____ Date</p>	<p>Attest by:</p> <p>_____ Nancy Parent Washoe County Clerk</p> <p>_____ Date</p>
<p>_____ Geno Martini, Mayor City of Sparks, Nevada</p> <p>_____ Date</p>	<p>_____ Kitty K. Jung, Chair TMFPD Board of Fire Commissioners</p> <p>_____ Date</p>
<p>Approved as to Form:</p> <p>_____ Chet Adams Sparks City Attorney</p> <p>_____ Date</p>	<p>Approved as to Form:</p> <p>_____ David Watts Vial Washoe County Deputy District Attorney</p> <p>_____ Date</p>



Automatic Aid Agreement

Sparks Fire Department
and the
Truckee Meadows Fire
Protection District

Revision Date: March 24, 2016

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Interstate 80 East Corridor Pages 13-14



Sparks Fire Department

Name/Rank	Call Sign	Office	Cellular
Tom Garrison / Fire Chief	Chief 1	(775) 353-2254	(775) 527-3703
Chris Maples / Division Chief –Training & Admin	Training 1	(775) 353-1618	(775) 720-7572
Jason Elorza / Training Captain	Training 2	(775) 353-4088	(775) 750-4989
Ed McDonald / Training Captain	Training 3	(775) 353-4089	(775) 857-8300
Jim Reid / Division Chief- Operations	Chief 2	(775) 353-2265	(775) 291-8616
Scott Means / Battalion Chief – A Shift	Battalion 1	(775) 353-2258	(775) 762-9663
Shawn McEvers / Battalion Chief – B Shift	Battalion 2	(775) 353-2258	(775) 224-6904
Jim Kindness / Battalion Chief – C Shift	Battalion 3	(775) 353-2258	(775) 762-9098
Bob King / Division Chief – Fire Marshall	Prevention 1	(775) 353-2261	(775) 527-3712
Chris McCubbins – Assistant Fire Marshall	Prevention 2	(775) 353-1658	(775) 527-3715

Facilities	Address	Telephone	Fax
Administrative Offices	1605 Victorian Ave, Sparks NV 89431	(775) 353-2255	(775) 353-2424
Station #1	1605 Victorian Ave, Sparks NV 89431	(775) 353-2259	(775) 353-1629
Station #2	2900 N. Truckee Lane, Sparks NV 89434	(775) 353-2252	(775) 353-1624
Station #3	1750 E. Greg Street, Sparks NV 89431	(775) 353-1673	(775) 353-1625
Station #4	1450 Disc Drive, Sparks NV 89436	(775) 626-4784	(775) 626-4787
Station #5	6490 Vista Blvd, Sparks NV 89436	(775) 626-4795	(775) 626-4798
Dispatch	1701 E. Prater Way, Sparks NV 89434	(775) 353-2231	(775) 353-2491

Updated: 3/9/16



Truckee Meadows Fire Protection District

Name/Rank	Call Sign	Cell Phone
Chief Charles Moore	TM Chief 1	775-313-8903
DC Tim Leighton	TM Chief 2	775-315-6649
Fire Marshal Amy Ray	Prevention 1	775-313-1592
North Battalion - Sta. 13,15,17,18, 35	Battalion 3	
South Battalion - Sta. 14,16, 30, 36, 37, 39	Battalion 4	
BC Jay Cwiak	BC	775-527-6025
BC Al Hyde	BC	775-313-1582
BC Sam Hicks	BC	775-453-8188
BC Mike Heikka	BC	775-742-2364
BC Chris Ketring	BC	775-315-5805
BC Alex Kukulus	BC	775-762-0638
Training Captain Stewart	Training 31	775-470-2412
Training Captain Kamman	Training 32	775-240-5863
Training Captain Black	Training 33	775-470-2414
Logistics Captain Wayne Cirone	Logistics 1	772-762-0822
Logistics Technician Murray	Mechanc 1	775-721-2634



Truckee Meadows Fire Protection District

CAREER STATIONS	STREET ADDRESS	CITY	STATE	ZIP	TYPE	MAIN FD PHONE	MAIN FD FAX
TMFPD Station 13	10575 Silver Lake Blvd.	Stead	NV	89506	Career	775-677-5901	775-677-5008
TMFPD Station 14	12300 Old Virginia St	Reno	NV	89521	Career	775-850-7052	775-850-7050
TMFPD Station 15	110 Quartz Lane	Reno	NV	89433	Career	775-674-8441	775-674-8468
TMFPD Station 16	1240 East Lake Blvd.	Washoe	NV	89704	Career	775-849-4928	775-849-4929
TMFPD Station 17	500 Rockwell Blvd	Sparks	NV	89441	Career	775-424-4420	775-424-4421
TMFPD Station 18	3680 Diamond Peak Dr	Reno	NV	89506	Career	775-677-6892	775-677-6893
TMFPD Station 30	3905 Old Hwy 395	Washoe Valley	NV	89704	Career	775-849-0565	775-849-3323
TMFPD Station 35	10201 W 4th St.	Mogul	NV	89523	Career	775-345-6084	775-345-6086
TMFPD Station 36	13500 Thomas Creek Rd	Reno	NV	89511	Career	775-849-2881	775-849-0193
TMFPD Station 37	3255 W Hidden Valley Drive	Reno	NV	89502	Career	775-856-7390	775-856-7391
TMFPD Station 39	4000 Joy Lake Rd.	Reno	NV	89511	Career	775-849-4906	775-849-4907
VOLUNTEER STATIONS	STREET ADDRESS	CITY	STATE	ZIP	TYPE	MAIN FD PHONE	MAIN FD FAX
Cold Springs VFD 222	3405 White Lake Parkway	Reno	NV	89506	Vol	775-677-5906	775-677-5906
Lemmon Valley VFD 223	130 Nectar St	Reno	NV	89506	Vol	775-677-5903	775-677-5903
Palomino Valley Aux 229	6015 Ironwood Rd.	Reno	NV	89510	Vol.	775-475-2660	775-475-2501
South Valley VFD 227	3010 Lakeshore Blvd	Reno	NV	89701	Vol	775-849-4922	775-849-4922
South Valley VFD 237	23006 US 395 A	Reno	NV	89511	Vol.	775-849-4921	775-849-4922
Silver Lake VFD S221	11525 Red Rock Road	Reno	NV	89506	Vol.	775-677-5904	775-677-5905
Wadsworth VFD 225	400 Stampmill	Wadsworth	NV	89442	Vol.	775-575-3570	775-575-3571
Verdi VFD 351	165 Bridge St, PO Box 232	Verdi	NV	89439	Vol	775-345-1241	775-345-1241
South Valley VFD 301	345 Bellevue Road	Washoe Valley	NV	89704	Vol	775-887-9858	775-887-9858

Washoe County Fire Suppression Volunteer Stations	STREET ADDRESS	CITY	STATE	ZIP	TYPE	MAIN FD PHONE	MAIN FD FAX
Red Rock VFD 240	16180 Red Rock Rd	Reno	NV	89508	Vol	775-969-3333	775-969-3663
Gerlach VFD 242	420 Cottonwood St	Gerlach	NV	89412	Vol	775-557-2569	775-557-2672

Palute Fire Suppression	STREET ADDRESS	CITY	STATE	ZIP	TYPE	Cell # of Coordinator
Sutcliffe/Nixon/Wadsworth VFD #241	104 Highway 447	Nixon	NV	89424	Vol.	Don: 775-560-4417

Headquarters

Phone: 775-326-6000 Fax: 775-326-6003
1001 E. 9th Street, Reno, NV 89512 - P.O. Box 11130 Reno, NV 89520

Fire Chief Charles A. Moore

Phone: 775-328-6123 Cell: 775-313-8903

Fire Marshal Amy Ray

Phone: 775-326-6005 Cell: 775-313-1502

Chief Fiscal Officer Vicki Van Buren

Phone: 775-326-6070

Purchasing Agent Erin Holland

Phone: 775-326-6073 Cell: 702-326-3834

Deputy Fire Chief Tim Leighton

Phone: 775-328-6125 Cell: 775-315-6649

Admin Asst. I Sandy Francis

Phone: 775-328-6124 Cell: 775-741-6402

Program Assistant Maureen O'Brien

Phone: 775-328-3605

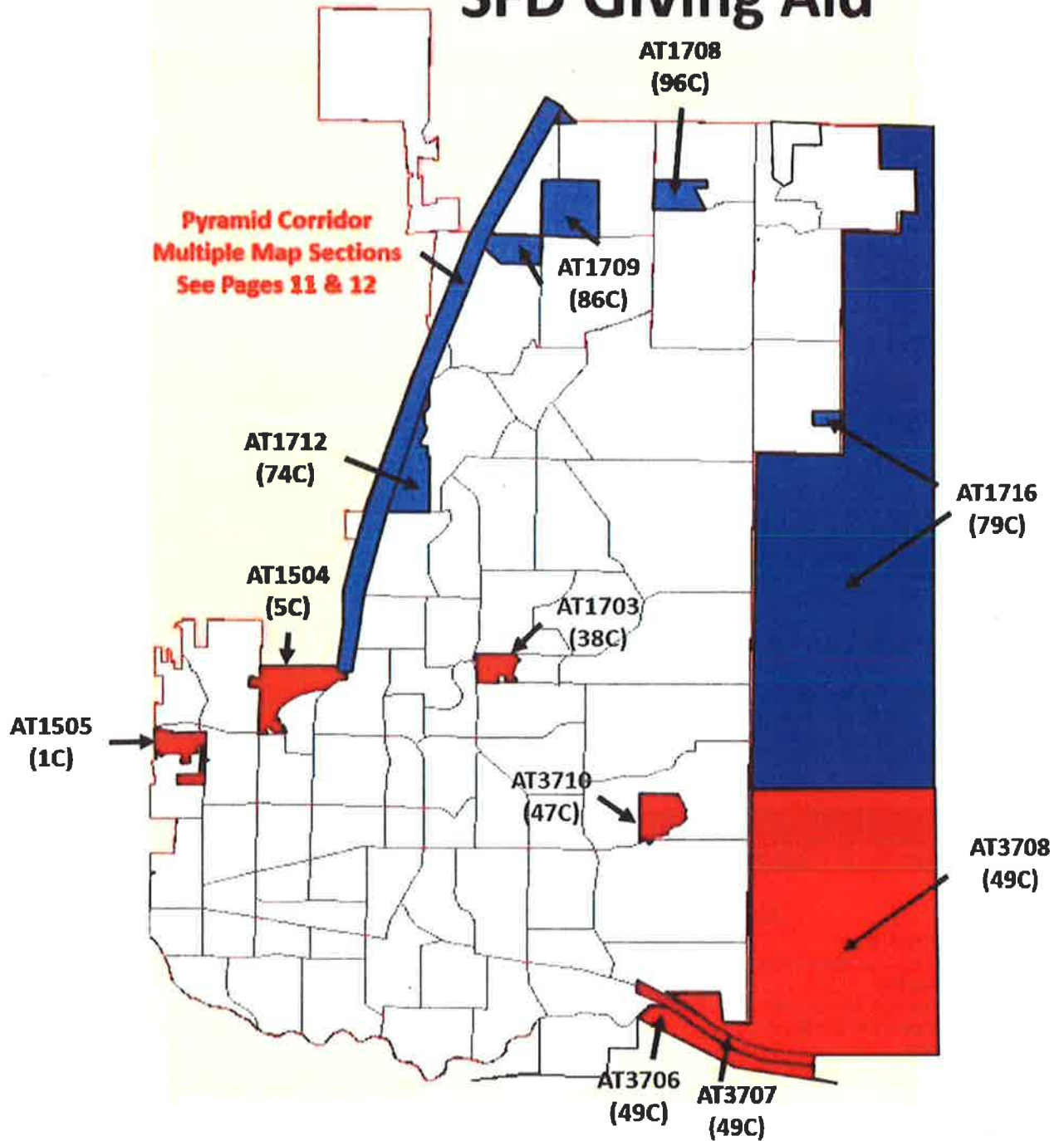
Account Clerk Kim Pahalke

Phone: 775-326-6072

Dispatch Phone Numbers:

- Sparks Dispatch – 353-2231
- TM Dispatch – 785-4252
- Reno Dispatch – 334-2306
- Storey County Dispatch – 847-0950

SFD Giving Aid



This map defines automatic aid given by SFD to the TMFPD

NOTE: **FRD** – fire reporting district. **AT** – automatic aid to TMFPD. **AS** – automatic aid to SFD. TMFPD FRD names are listed on map with SFD FRD name in parentheses.

Blue FRD's:

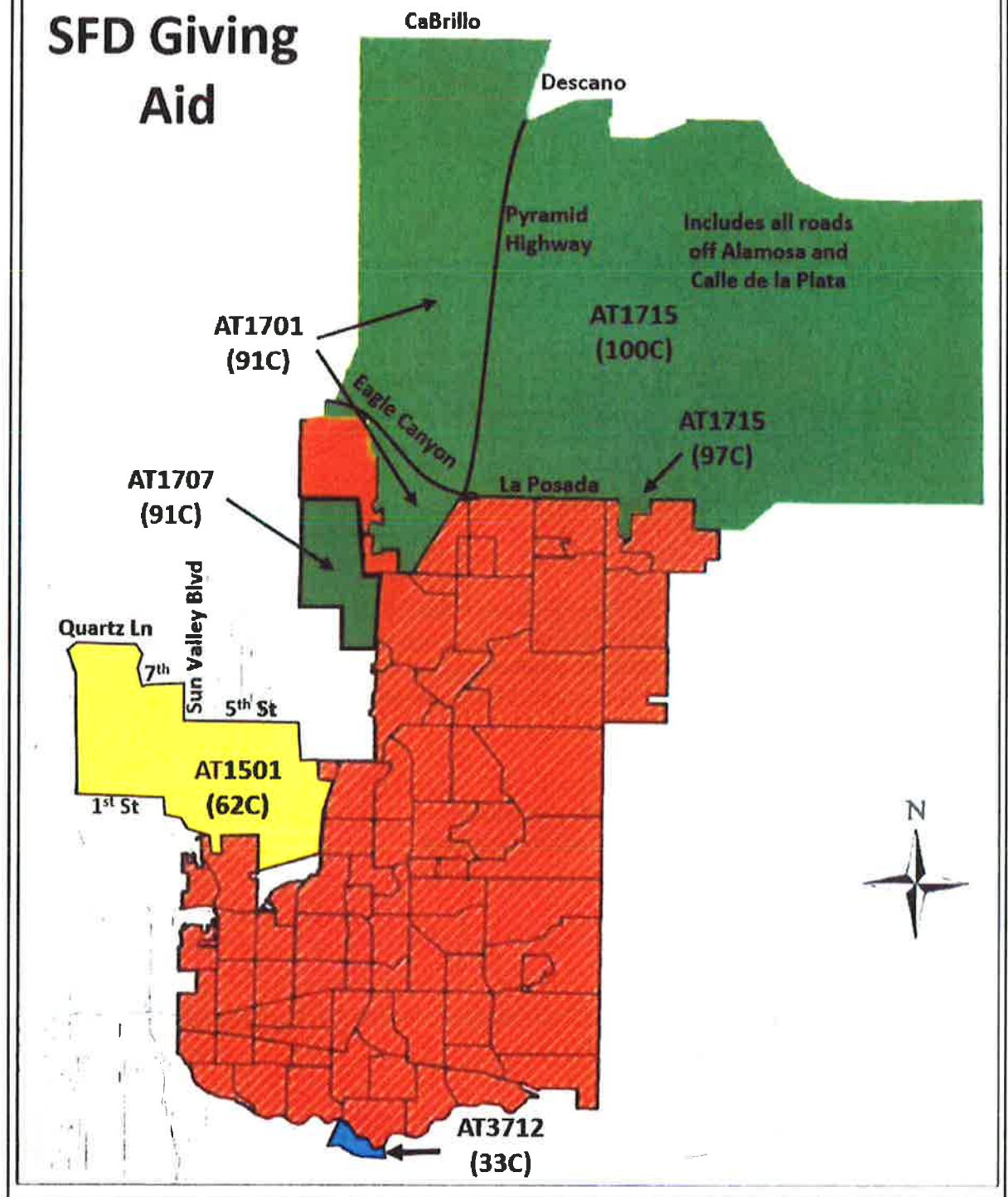
- SFD will send 1 engine to all incident types.
 - TMFPD will send a full response to all incident types.
 - Radio Frequency:
 - TM Dispatch – for single engine responses
 - TM Command – for multi-company responses
-

Red FRD's:

- SFD will provide the same level of response as if these areas were SFD fire reporting districts. A structure fire level 2 for example will be 1 BC, 4 engines, and 1 truck. TMFPD will respond a BC and one engine, and will assume command of the incident after the emergency portion of the call is completed. BC's are to request TMFPD resources to cover SFD stations during incidents requiring multiple apparatus.
 - Radio Frequency:
 - TM Dispatch – for single engine responses
 - TM Command – for multi-company responses
-

Pyramid Corridor – refer to pages 11 and 12 for details on response to Pyramid corridor

SFD Giving Aid



This map defines automatic aid given by SFD to the TMFPD

NOTE: **FRD** – fire reporting district. **AT** – automatic aid to TMFPD. **AS** – automatic aid to SFD. TMFPD FRD names are listed on map with SFD FRD name in parentheses.

Green FRD:

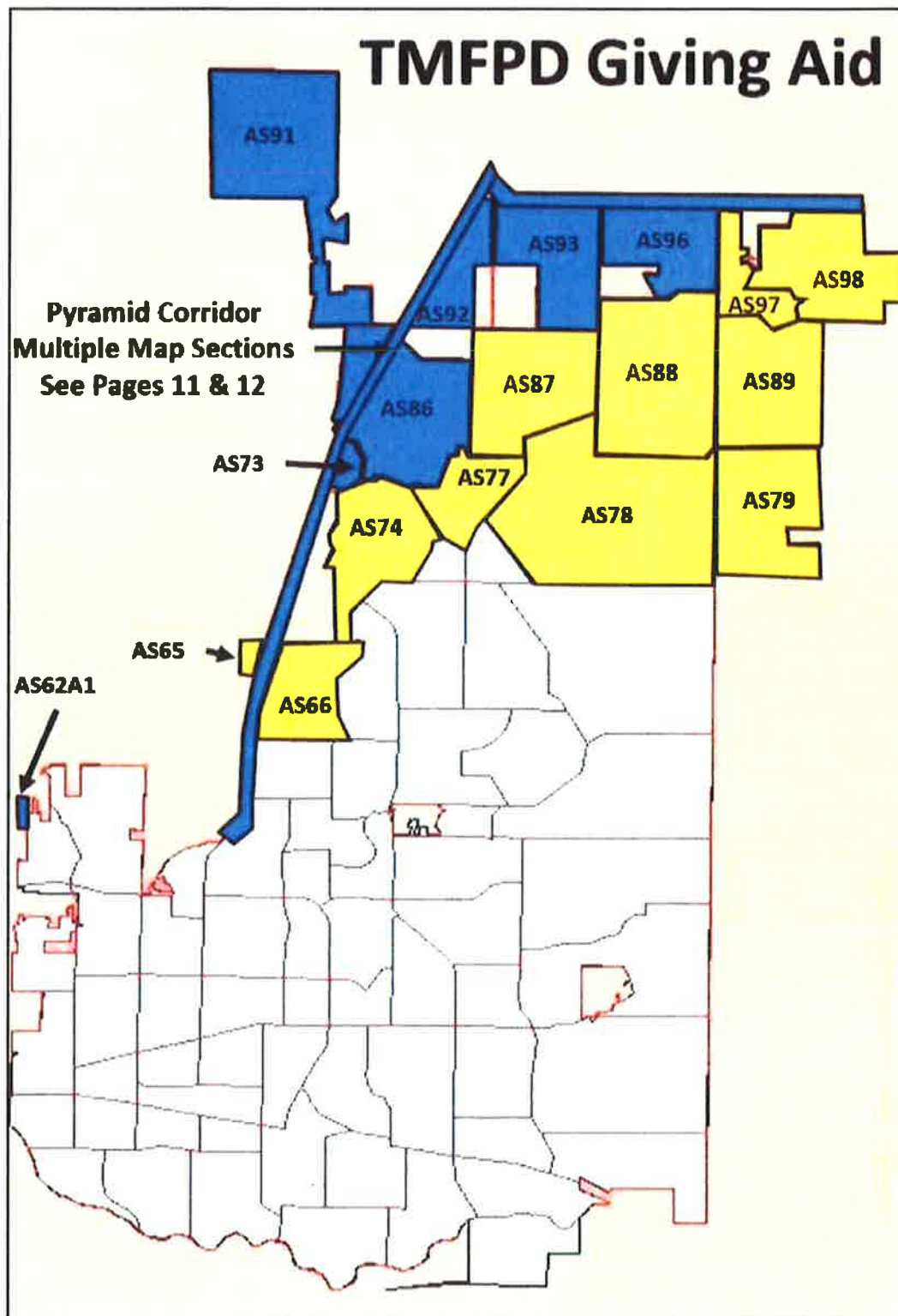
- SFD will send 1 engine or 1 brush truck for structure and brush fires only
 - SFD will send 1 engine to all other incident types when TM17 is busy on another emergency call
 - All other situations will require a mutual aid request
 - Radio Frequency:
 - TM Dispatch – for single engine responses
 - TM Command – for multi-company responses
 - First-in responsibility for SFD:
 - FRD AT1701 (91C) – Ladder 41
 - FRD AT1707 (91C) – Ladder 41
 - FRD AT1715 (97C and 100C) – Engine 51
-

Yellow FRD:

- SFD will send 1 engine or 1 brush truck for structure and brush fires only
 - All other situations will require a mutual aid request
 - Radio Frequency:
 - TM Dispatch – for single engine responses
 - TM Command – for multi-company responses
 - First-in responsibility for SFD – Engine 21
-

Blue FRD (UNR Farms):

- SFD will send 1 engine or 1 brush truck for structure and brush fires only
- All other situations will require a mutual aid request
- Radio Frequency:
 - TM Dispatch – for single engine responses
 - TM Command – for multi-company responses
- First-in responsibility for SFD – Engine 31



This map defines automatic aid given by TMFPD to the SFD

NOTE: **FRD** – fire reporting district. **AT** – automatic aid to TMFPD. **AS** – automatic aid to SFD.
FRD names listed are SFD map section names.

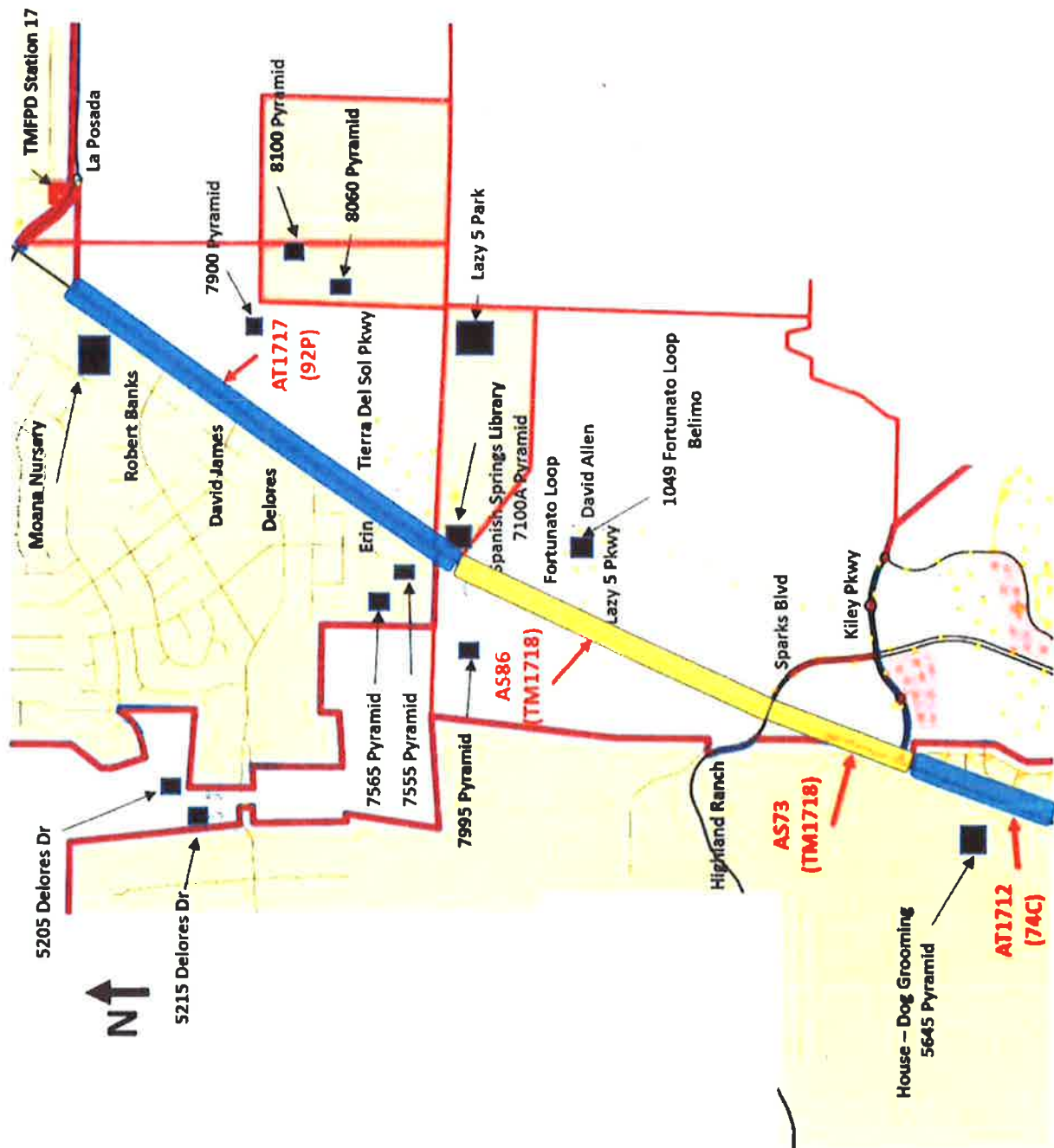
Blue FRD's:

- TMFPD will respond 1 engine to all incident types
 - TMFPD FRD for all blue map sections is TM1718 (except for response to AS62A1 – TM FRD for this area is TM1506)
 - Radio Frequency – SFD
-

Yellow FRD's:

- TMFPD will respond 1 engine or 1 brush truck to structure or brush fires ONLY
 - TMFPD FRD for all red map sections is TM1719
 - Radio Frequency - SFD
-

Pyramid Corridor – refer to pages 11 and 12 for details on response to Pyramid corridor



The Pyramid corridor resides on the border between the jurisdictions of Sparks and Washoe County. Some sections of the road are entirely within the County while other are entirely within the City. Portions are on the border with the northbound lanes in City jurisdiction and the southbound lanes in County jurisdiction. This makes the determination of jurisdictions very difficult. To avoid confusion, all sections of the highway were placed in either TMFPPD's or SFD's jurisdiction, and no section was split on north/south lanes. 'AT' sections are TMFPPD jurisdiction, and 'AS' sections are SFD jurisdiction. In parentheses are the FRD names for the automatic aid resources.

At a minimum, at least one engine from SFD and one engine from TMFPD will respond to all incident types on the Pyramid corridor.

FRD's AS86, AS73, AS66P, AS50P and AT1713 (yellow highlighted sections):

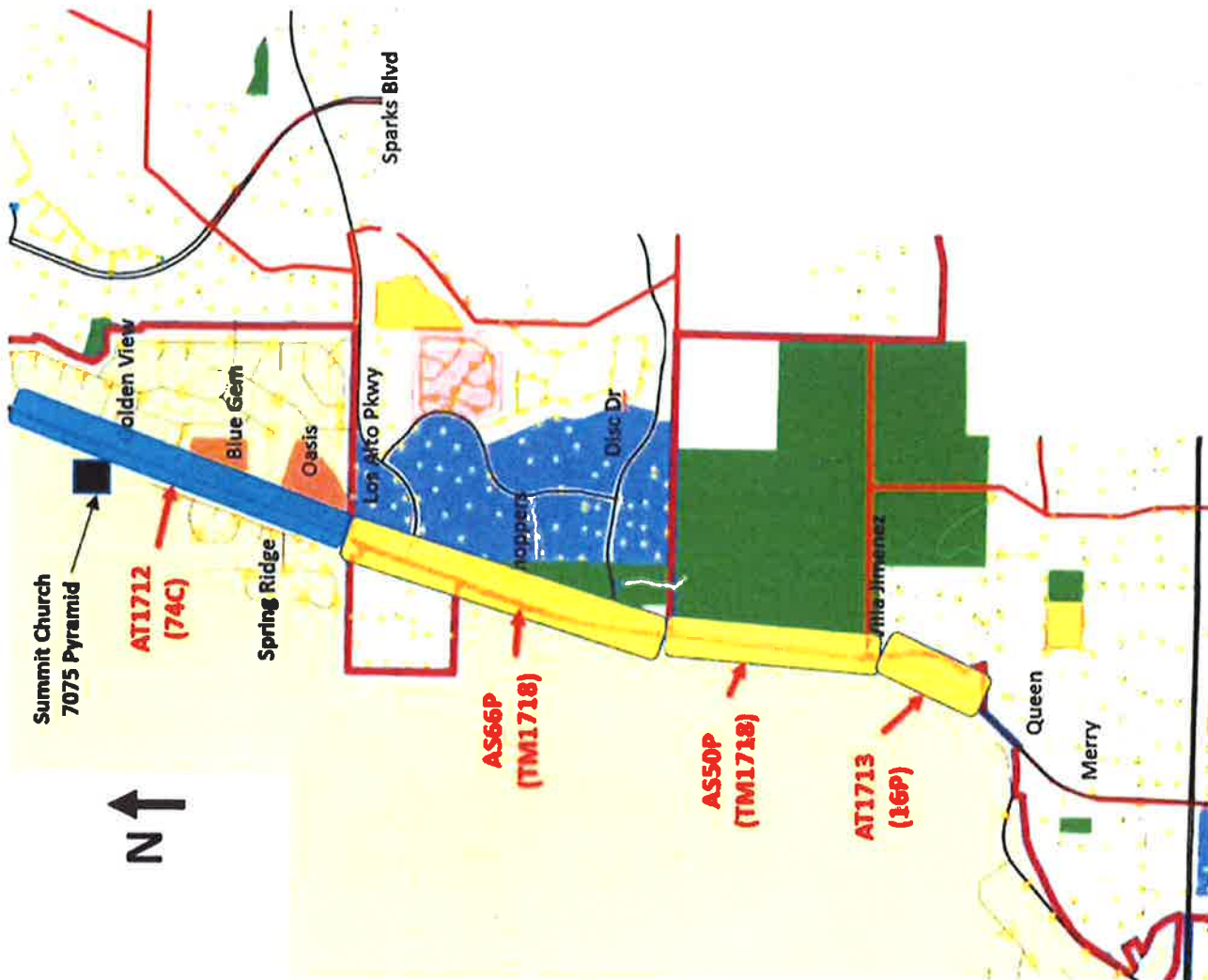
- SFD - Full response to all incident types
- TMFPD - 1 engine

FRD's AT1712 and AT1717 (blue highlighted sections):

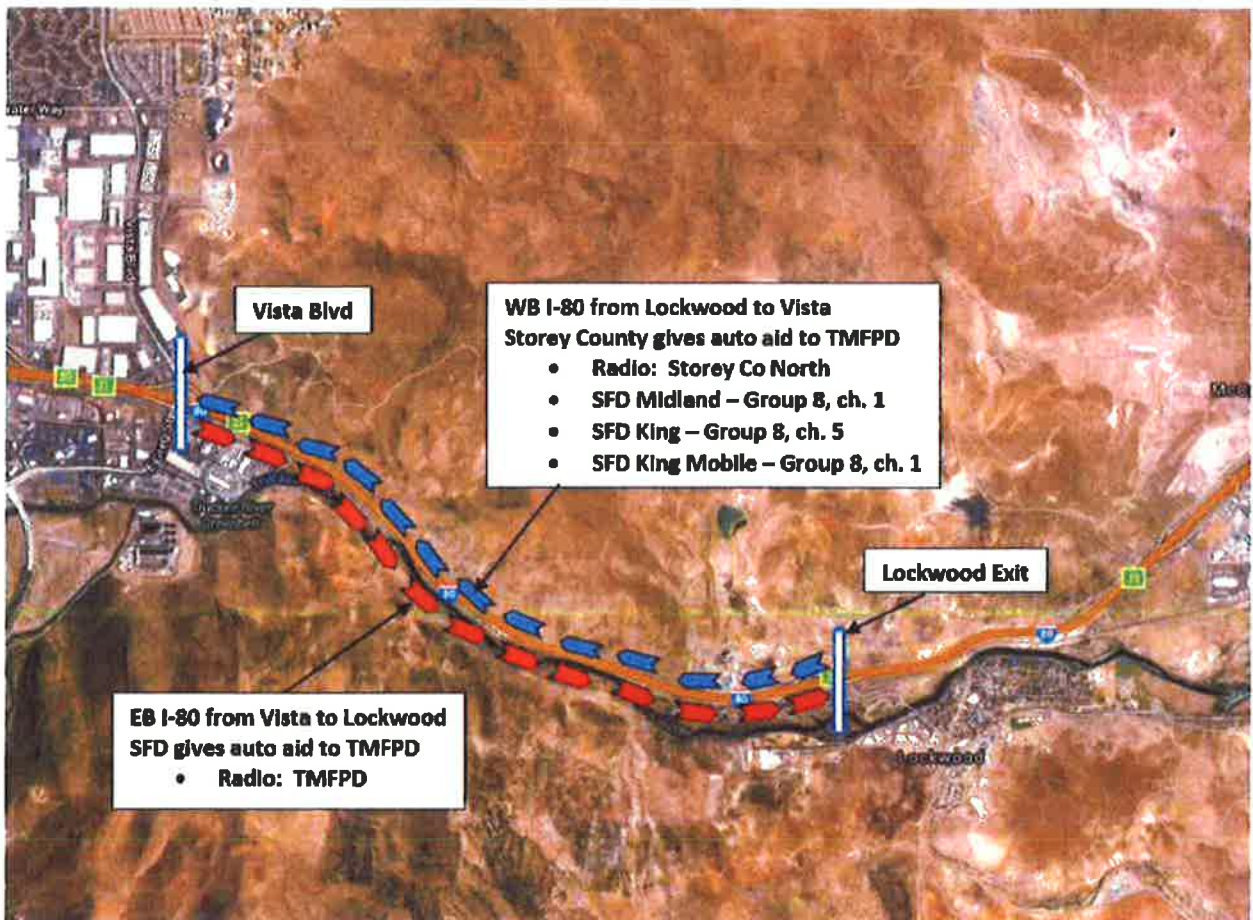
- SFD - 1 engine
- TMFPD - Full response to all incident types

Radio Frequencies (only for incidents occurring on Pyramid Highway):

- South of Highland Ranch Intersection (includes intersection) – Sparks frequencies
- North of Highland Ranch Intersection – TMFPD frequencies

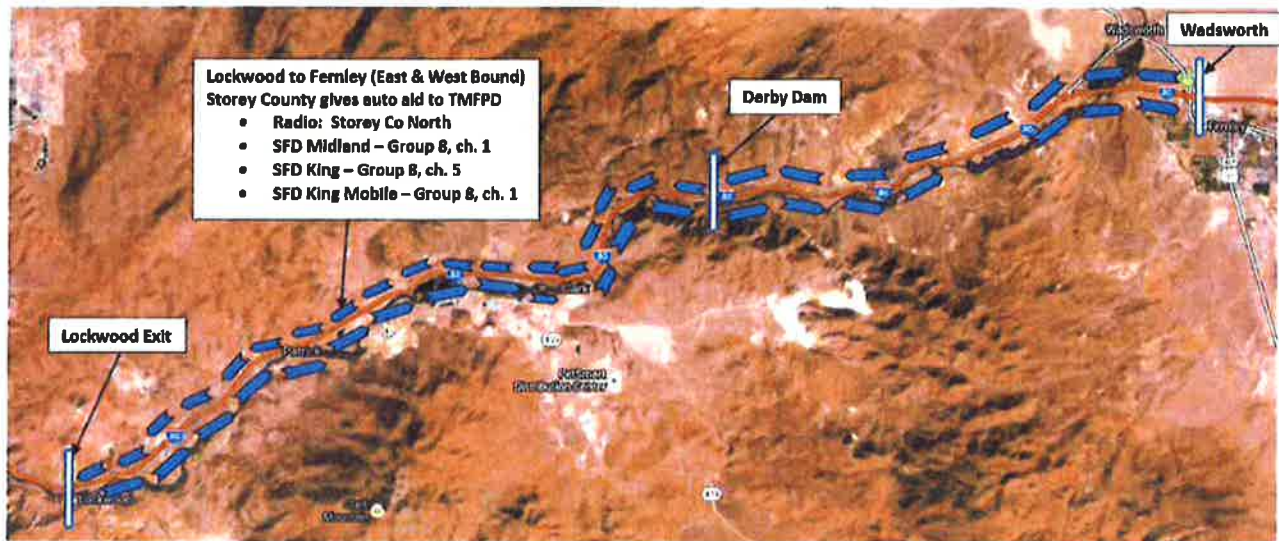


I-80 Corridor – Vista to Lockwood



NOTE: TMFPD will respond with above agencies on all incident types. If an incident can be handled by the first agency to arrive on scene, this agency shall cancel other responding agencies.

I-80 Corridor – Lockwood to Fernley



NOTE: TMFPD will respond with above agencies on all incident types. If an incident can be handled by the first agency to arrive on scene, this agency shall cancel other responding agencies.

Radio Frequencies:

- If designated, VFIRE 21, VFIRE 22 or VFIRE 23 will be used in place of main channels along the I-80 corridor.
- Careflight - TMFPD and Storey County will utilize VHF TM Local.
- For incidents located in Wadsworth - TM DISP for Command and TM CMD1 for a TAC channel will be used for communication.



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: July 19, 2016

Fire Chief _____
Finance _____
Legal _____
Risk Mgt. _____
HR _____

DATE: July 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

SUBJECT: Discussion and possible approval to revise an existing class specification titled Fire Prevention Specialist (class code 17400/17157) and create two class specifications titled Fire Prevention Specialist I (class code 18181) and Fire Prevention Specialist II (class code 17400) which are flexibly staffed, and delimit unused classification code 17157 for Fire Prevention Specialist (early retirement). (All Commission Districts)

SUMMARY

Discussion and possible approval to revise an existing class specification titled Fire Prevention Specialist (class code 17400/17157) and create two class specifications titled Fire Prevention Specialist I (class code 18181) and Fire Prevention Specialist II (class code 17400) which are flexibly staffed, and delimit unused classification code 17157 for Fire Prevention Specialist (early retirement).

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

PREVIOUS ACTION

None

BACKGROUND

The position of Fire Prevention Specialist (class code 17400/17157) is a position with special and hard to find certifications and skills. The special nature of the position makes it difficult to recruit candidates. The currently vacant position of Fire Prevention Specialist was recruited for locally and nationally for 6 weeks in September of 2015. The recruitment effort returned with limited interest in the position or candidates without the necessary certifications or candidates who were in the process of obtaining certifications. The position has been vacant since then.

The restructuring of this classification allows for flexibility for the department when hiring and facilitates recruitment for candidates with a lower range of experience and certifications (Fire Prevention Specialist I) so as to create an entry level point. Once in the position, it allows the candidate time to complete or gain additional certifications and advance to the Fire Prevention Specialist II journey level. The pay scale for these positions was also restructured to adjust to the lower and higher set of qualifications. As of July 1, 2016, the Fire Prevention Specialist I salary range is \$55,140.80 to \$68,494.40 and the Fire Prevention Specialist II salary range is \$63,460.80 to \$78,811.20.

AGENDA ITEM #4C

FISCAL IMPACT

Funding for this position has been included in the FY 16/17 budget.

RECOMMENDATION

It is recommended the Board of Fire Commissioners approve a revision to an existing class specification titled Fire Prevention Specialist (class code 17400/17157) and create two class specifications titled Fire Prevention Specialist I (class code 18181) and Fire Prevention Specialist II (class code 17400) which are flexibly staffed, and delimit unused classification code 17157 for Fire Prevention Specialist (early retirement).

POSSIBLE MOTION

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

"I move to approve a revision to an existing class specification titled Fire Prevention Specialist (class code 17400/17157) and create two class specifications titled Fire Prevention Specialist I (class code 18181) and Fire Prevention Specialist II (class code 17400) which are flexibly staffed, and delimit unused classification code 17157 for Fire Prevention Specialist (early retirement)."



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: July 19, 2016

Fire Chief _____
Finance _____
Legal _____
Risk Mgt. _____
HR _____

DATE: July 11, 2016
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Discussion and possible approval of Memorandum of Understanding outlining amendments to Article's 2, 13, 16, and 30 in the existing Collective Bargaining Agreement between Truckee Meadows Fire Protection District and Truckee Meadows Firefighters Association I.A.F.F. Local 3895.

SUMMARY

This item is approval of Memorandum of Understanding (MOU) outlining amendments to Article's 2, 13, 16, and 30 in the existing Collective Bargaining Agreement between Truckee Meadows Fire Protection District and Truckee Meadows Firefighters Association I.A.F.F. Local 3895.

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

PREVIOUS ACTION

The Board last approved an MOU between the District and Union on November 17, 2015.

BACKGROUND

From time to time, items in the Collective Bargaining Agreement require clarification or amendment. These issues are negotiated and approved for the District by the Board. Staff has negotiated certain amendments with Local 3895 and are summarized as follows:

Article 2 – RECOGNITION and Article 13 SALARIES is amended to approve Fire Prevention Specialist I and II and the associated salary schedule in APPENDIX A.

Article 16 – MINIMUM CONSTANT SAFETY STAFFING is amended to identify staffing on Ambulance/Medic units.

Article 30 – LEAVE OF ABSENCE is amended to certain provisions when the District deploys to out of district assignments. This provision gives employees administrative leave after they return from out of district assignments only when the administrative leave is reimbursable to the District.

FISCAL IMPACT

Fiscal impact is estimated to be minimal if any at all, however, sufficient funding is available in the FY 15/16 approved budget.

RECOMMENDATION

Staff recommends approval of a Memorandum of Understanding outlining amendments to Article's 2, 13, 16, and 30 in the existing Collective Bargaining Agreement between Truckee Meadows Fire Protection District and Truckee Meadows Firefighters Association I.A.F.F. Local 3895.

POSSIBLE MOTION

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

"I move to approve a Memorandum of Understanding outlining amendments to Article's 2, 13, 16, and 30 in the existing Collective Bargaining Agreement between Truckee Meadows Fire Protection District and Truckee Meadows Firefighters Association I.A.F.F. Local 3895."

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "Agreement") is entered into this 19th day of July, 2016 ("Effective Date") by and between Truckee Meadows Fire Fighters Association- International Association of Firefighters Local 3895 ("UNION") and Truckee Meadows Fire Protection District (DISTRICT), a fire district formed under NRS Chapter 474 and are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, the DISTRICT and UNION have entered into a Collective Bargaining agreement dated October 28, 2014, which agreement expires June 30, 2018 (LABOR AGREEMENT); and

WHEREAS, the Parties mutually agree to amend certain provisions of the LABOR AGREEMENT, which amended provisions shall apply during the term of the LABOR AGREEMENT; and

WHEREAS, the parties desire to amend and memorialize certain terms and provisions of the LABOR AGREEMENT; and

WHEREAS, on November 17, 2015 the parties executed an amendment to the existing Collective Bargaining Agreement, Article 2 – Recognition to include and recognize the position of Fire Officer in Charge of Strategic and Volunteer Services, which amendment is attached hereto for reference; and

NOW THEREFORE, the Parties hereby agree as follows:

SECTION 1 Fire Prevention Specialist I and II

ARTICLE 2 – RECOGNITION

Paragraph A. shall be amended to read as follows:

A. The District hereby recognizes the Union as the exclusive bargaining agent for all non-supervisor, supervisory and emergency support services personnel engaged in fire prevention, suppression, and fire equipment/apparatus repair and maintenance in the Truckee Meadows Fire Protection District:

1. Firefighter
2. Firefighter/Paramedic
3. Fire Equipment Operator
4. Fire Captain – Suppression/Training

5. Fire Captain – Prevention
6. Fire Prevention Specialist I
7. Fire Prevention Specialist II
8. Fire Mechanic
9. Fire Officer in Charge of Strategic and Volunteer Services

ARTICLE 13 – SALARIES

Paragraph A shall be amended to read as follows:

These pay rates shall be effective as of July 1, 2014 and are reflected in the salary schedule attached hereto as Appendix A and be reference incorporated herein. All posted documents shall be limited to hourly rates of compensation for all positions.

1. Firefighter
2. Firefighter/Paramedic
3. Fire Equipment Operator
4. Fire Captain – Suppression/Training
5. Fire Captain – Prevention
6. Fire Prevention Specialist I
7. Fire Prevention Specialist II
8. Fire Mechanic

APPENDIX A – SALARY SCHEDULE

Appendix A – Salary schedule is amended to include the following “Addendum”

Addendum:

Fire Prevention Specialist II

Current		2.25% (07/01/14)				2% (07/01/15)				2% (07/01/16)			
Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
28.67	35.62	\$29.32	\$36.42	\$60,985.60	\$75,753.60	\$29.91	\$37.15	\$62,212.80	\$77,272.00	\$30.51	\$37.89	\$63,460.80	\$78,811.20

Fire Prevention Specialist I

Current		2% (07/01/15)				2% (07/01/16)			
Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
		\$25.99	\$32.28	\$54,059.20	\$67,142.40	\$26.51	\$32.93	\$55,140.80	\$68,494.40

SECTION 2

ARTICLE 16 – MINIMUM CONSTANT SAFETY STAFFING

Article 16 is amended to include the following paragraph G:

G. Employer shall staff each response ambulance paramedic rescue unit in accordance with state law. Ambulance/Medic Units: Staffing for any such vehicle shall include a minimum of (2) full time career personnel as outlined in article 2. Volunteers, part-time employees, reserve employees, and seasonal employees may not be used to satisfy the minimum manning of any said unit. If the Unit is licensed ALS it shall be staff with at least (1) Firefighter Paramedic.

SECTION 3

ARTICLE 30 - LEAVE OF ABSENCE

Article 30 is amended to include the following paragraph F:

F. When an employee is deployed on an out of district assignment for a minimum of 14 days and returns on their regularly scheduled shift, the employee will be given one or two days off on administrative leave with pay if reimbursable. If the employee returns on the first day of his regular scheduled shift he/she will be provided the remaining hours of his first shift off and the second shift off on administrative leave with pay. If the employee returns on the second day of his/her regular scheduled shift he/she will be provided the remaining hours of the shift off with administrative leave with pay. For the employee to qualify for administrative leave with pay, the leave hours must be reimbursable back to the district from the assignment the employee was deployed.

G. Section F does not preclude the district from considering the release of an employee on administrative leave with pay for the remainder of the shift upon return from any assignment no matter the duration of the assignment.

H. Section F does not preclude the employee from using vacation, holiday comp, personal leave, or comp time if the employee returns from an out of district assignment and is scheduled to return on their regularly scheduled shift, even if the maximum number of allowable employees are off, if authorized by the Fire Chief or designee.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

Signed this 19th, day of July 2016 for the:

**INTERNATIONAL ASSOCIATION
FIREFIGHTERS, LOCAL 3895**

Ian Satterfield, President
Truckee Meadows Firefighters Association
18124 Wedge Parkway, Suite 143
Reno, Nevada 89511

and

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

Charles Moore, Fire Chief
1001 E. 9th Street
Reno, Nevada 89520



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: July 19, 2016

Fire Chief _____
Finance _____
Legal _____
Risk Mgt. _____
HR _____

DATE: July 5, 2016

TO: Truckee Meadows Fire Protection District Board of Fire Commissioners

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

SUBJECT: Discussion and approval of a supplemental Employee Assistance Program through the ESI Group (the EAP) for District employees and dependents at an estimated pro-rated cost of \$1,446.65 for the remainder of the 2016 Calendar year and authorize the Chair of the Board of Fire Commissioners to execute the service agreement. (All Commission Districts)

SUMMARY

Discussion and approval of a supplemental Employee Assistance Program through the ESI Group (the EAP) for District employees and dependents at an estimated Prorated cost of \$1,446.65 for the remainder of the 2016 Calendar year and authorize the Chair of the Board of Fire Commissioners to execute the service agreement.

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

PREVIOUS ACTION

None

BACKGROUND

The District's current Employee Assistance Program (EAP) is offered as part of our Property and Liability and Workers Comp Insurance services received from Pool/Pact. Employees have found it difficult to navigate and the service generally unresponsive.

After research The EAP through ESI presented as meeting our needs more efficiently as this program is tailored for first responders and understands the type of issues that they face on a daily basis. Staff would like to utilize this program for the remainder of the fiscal year, and possibly renew when we renew all other health benefits at the beginning of the calendar year.

FISCAL IMPACT

There is sufficient funding with in the approved FY 16/17 budget.

RECOMMENDATION

It is recommended that the Board of Fire Commissioners approve a supplemental Employee Assistance Program through the ESI Group (the EAP) for District employees and dependents at an estimated Prorated cost of \$1,446.65 for the remainder of the 2016 Calendar year and authorize the Chair of the Board of Fire Commissioners to execute the service agreement.

POSSIBLE MOTION

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

"I move to approve a supplemental Employee Assistance Program through the ESI Group (the EAP) for District employees and dependents at an estimated Prorated cost of \$1,458.35 for the remainder of the 2016 Calendar year and authorize the Chair of the Board of Fire Commissioners to execute the service agreement."



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP
TotalCare Wellness

Employee Assistance Program Agreement

- I. The following Agreement is between ESI Employee Assistance Group and **Truckee Meadows Fire Protection Services** for the period of **8-1-16** through **12-31-16**. (5 month contract)
- II. **Fees and Payment:**
- A. The annual fee for the employee assistance program is **\$28.00** per employee.
 - B. The total number of employees covered under this Agreement is **124**.
 - C. Employer agrees to pay ESI the sum of **\$1,446.65** per 5 month agreement.
 - D. The annual fee also includes all immediate family members residing in the same household and children up to age 26.
 - E. Payment of the **5 month** fee is due upon receipt of the invoice.
 - F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
 - G. DOT required Substance Abuse Evaluations - **\$850.00** each.

III. **The EAP will provide:**

Employee Benefits

- Unlimited telephonic counseling, 24/7
- Up to **3** face-to-face counseling sessions per issue
- Work/Life benefits - including debt, legal, financial, elder & child care counseling
- Information Resource benefits
- Lifestyle benefits designed to improve members' health, financial security and overall wellbeing
- Peak Performance Training and Development: **No**
- Peak Performance Wellness Coaching: **No**
- GCN Compliance Training: **No**
- Lynch Ryan Worker's Compensation: **No**

Employer Services

- **1** on-site Trauma Response(s) per year @ no charge per year, additional Trauma Responses available at **\$250.00** per hour
- Unlimited Administrative (Mandatory) Referrals
- Unlimited HR consultations with certified SPHR's
- Unlimited Online Supervisor Compliance Training & Orientation Videos
- Statistical Reports, Newsletters and EAP Awareness Materials
- All web services for employee and employer

In addition, ESI will maintain a professional employee assistance program for the benefit of employees as described in detail in the formal proposal dated **April 12, 2016**, which is made part of this agreement.

****No other services are expressed or implied under the terms and conditions of this agreement.***

ESI Group

Diane Dunbar, Chief Client Services Officer

Date

7/13/16

Truckee Meadows Fire Protection Services

Authorized Signature

Date



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT Board Meeting Date: July 19, 2016

Fire Chief _____
Finance _____
Legal _____
Risk Mgt. _____
HR _____

DATE: July 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
SUBJECT: Discussion and possible approval of a salary range of \$79,955.20 to \$99,112.00 for Fire Equipment Fleet Manager Position (All Commission Districts)

SUMMARY

Discussion and possible approval of a salary range of \$79,955.20 to \$99,112.00 for Fire Equipment Fleet Manager Position.

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

PREVIOUS ACTION

On May 17, 2016 the Board of Fire Commissioners approved an action to create a position in Concept titled Fleet Manager.

BACKGROUND

The position of Fire Equipment Fleet Manager will be in charge of Truckee Meadows Fire Protection District fleet operations and will have a subordinate Fire Mechanic and Fire Mechanic/Logistics Assistant as direct reports.

The level of responsibility to keep the fleet functioning is high and is a mission critical component of our operation. A well maintained fleet is a vital part of ensuring reliability of service delivery and keeping our citizens safe. The Fire Equipment Fleet Manager will not only be in charge of fleet maintenance but will also assist in the budget recommendations and formulating specifications for new fire truck acquisitions. This position must have a high level of working knowledge of fire equipment, apparatus and special components of that fire equipment.

The District retained Strategic Partners LLC, a local HR firm to research and prepare a report on compensation for similar positions. Their analysis concluded an average salary range of \$79,949.20 to \$99,103.97. Staff believes this is an equitable/justifiable and appropriate salary for the position and therefore supports the findings.

FISCAL IMPACT

The Fire Equipment Fleet Manager's salary range falls within the calculated amount that was approved within the FY 16/17 Budget.

RECOMMENDATION

Staff recommends approval of a salary range of \$79,955.20 to \$99,112.00 for Fire Equipment Fleet Manager Position.

POSSIBLE MOTION

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

"I move to approve the suggested salary range of \$79,955.20 to \$99,112.00 for the Fire Equipment Fleet Manager Position."



MEMORANDUM

July 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 May 2016

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

Highlights of other District activities are as follows:

Station 14 Development:

Schematic Design plans are largely complete and work to refine the construction budget is on-going. For the reason that the SUP submittal is a substantial representation of what the District will build, the District must have a high confidence in the cost estimate. The design team is working diligently on the construction budget to meet the August 15 Special Use Permit submittal date.

Recent Fire Activity:

As you are aware, wildfire frequency and severity has been very high. Since the Hawken Fire on June 15, District responses to all fire types total 75. A year to date comparison of acres burned is as follows:

- YTD as of July 8th, 2016 = 1549.2 acres burned
- YTD as of July 8th, 2015 = 7.1 acres burned
- YTD as of July 8th, 2014 = 10.41 acres burned
- YTD as of July 8th, 2013 = 20.13 acres burned

A graphic of burned acres associated with the "S" fire is attached to this memo. The total acreage burned in jurisdiction of TMFPD was 49% of the total.

AGENDA ITEM #6A

A summary of the total responses to all fire types, June to July 8 is tabulated below:

ALL TM FIRE RESPONSES June to July 8			
Incident Type	Description	Count	Percentage
Fire	Forest, woods or wildland fire	23	30.67%
	Passenger vehicle fire	4	5.33%
	Building fire	8	10.67%
	Cooking fire, confined to container	2	2.67%
	Brush, or brush and grass mixture fire	17	22.67%
	Mobile property (vehicle) fire, other	2	2.67%
	Grass fire	3	4.00%
	Trash or rubbish fire, contained	4	5.33%
	Special outside fire, other	1	1.33%
	Road freight or transport vehicle fire	3	4.00%
	Natural vegetation fire, other	1	1.33%
	Outside rubbish, trash or waste fire	2	2.67%
	Fire in motor home, camper, recreational vehicle	1	1.33%
	Garbage dump or sanitary landfill fire	1	1.33%
	Outside gas or vapor combustion explosion	1	1.33%
	Mobile property (vehicle) fire	2	2.67%
Grand Total		75	100.00%

Labor Management Initiative:

On June 1 and 2, Local 3895, Chief Officers Association and management met for a facilitated conference on increasing collaboration and communication. The results of the conference were positive and the attached Memorandum outlines our results.

The conference was paid for by a grant from the International Association of Firefighters and International Association of Fire Chiefs. Local 3895 wrote and submitted the application for the grant.



TRUCKEE MEADOWS CHIEF OFFICERS ASSOCIATION

District Memorandum
July 6, 2016

Results of Labor Management Initiative

Staff Members,

On June 1 and 2, District Administrative Staff, Local 3895 E-Board Members and Members of the Chief Officers Association Members met for a facilitated conference titled Labor Management Initiative (LMI). LMI is a joint effort of the IAFF and IAFC that helps organizations improve their departments by building cooperative and collaborative relationships.

The guiding principles of LMI are:

- To recognize that labor and management have a mutual goal of ensuring the well-being and safety of fire/EMS personnel and providing high quality service to the public.
- To work together to improve communications, enhance training, increase participative decision-making, and promote a labor-management relationship based upon mutual trust, respect, and understanding.
- To create labor-management partnerships by forming labor-management committees at appropriate levels, or adapting, as necessary any existing committee.
- To establish ground rules for the conduct of committee meetings for the purpose of enhancing communication. These ground rules are attached following this letter.
- To provide systemic training to labor and management leaders on collaborative methods of dispute resolution, recognizing that this process allows management and union leaders to identify problems and craft solutions to better serve their members and the public.

- To promote these principles to our respective members at all levels of the organizations.

In any large organization, there are many moving parts, and our District is no different. With many of the disruptive external issues behind us, we are encouraged and excited to focus our efforts on internal processes and improvements. At the conclusion of the meetings, we were encouraged to hear our facilitators describe our organization as not having critical problems; nevertheless all participants recognized that our organization is newly established and evolving.

The commonality of thought in this process was "what it will take to get our District to the next level?" There are five items we identified that are critical to reaching this goal. Common themes agreed to by all participants were:

- Increase collaboration, which will lead to:
- Increased trust
- Increased communication and information sharing
- All rank accountability from well-defined expectations.

When we do the aforementioned, we will then have a framework to build a unique and positive TM culture. There is a lot of work ahead, but it is exciting work with the rewards offering enormous potential for organizational improvement.

We trust that you will be engaged in District issues and be a part of the solution. In the meantime, we look forward to more conversations and are available to answer questions as they arise.

Best Regards,



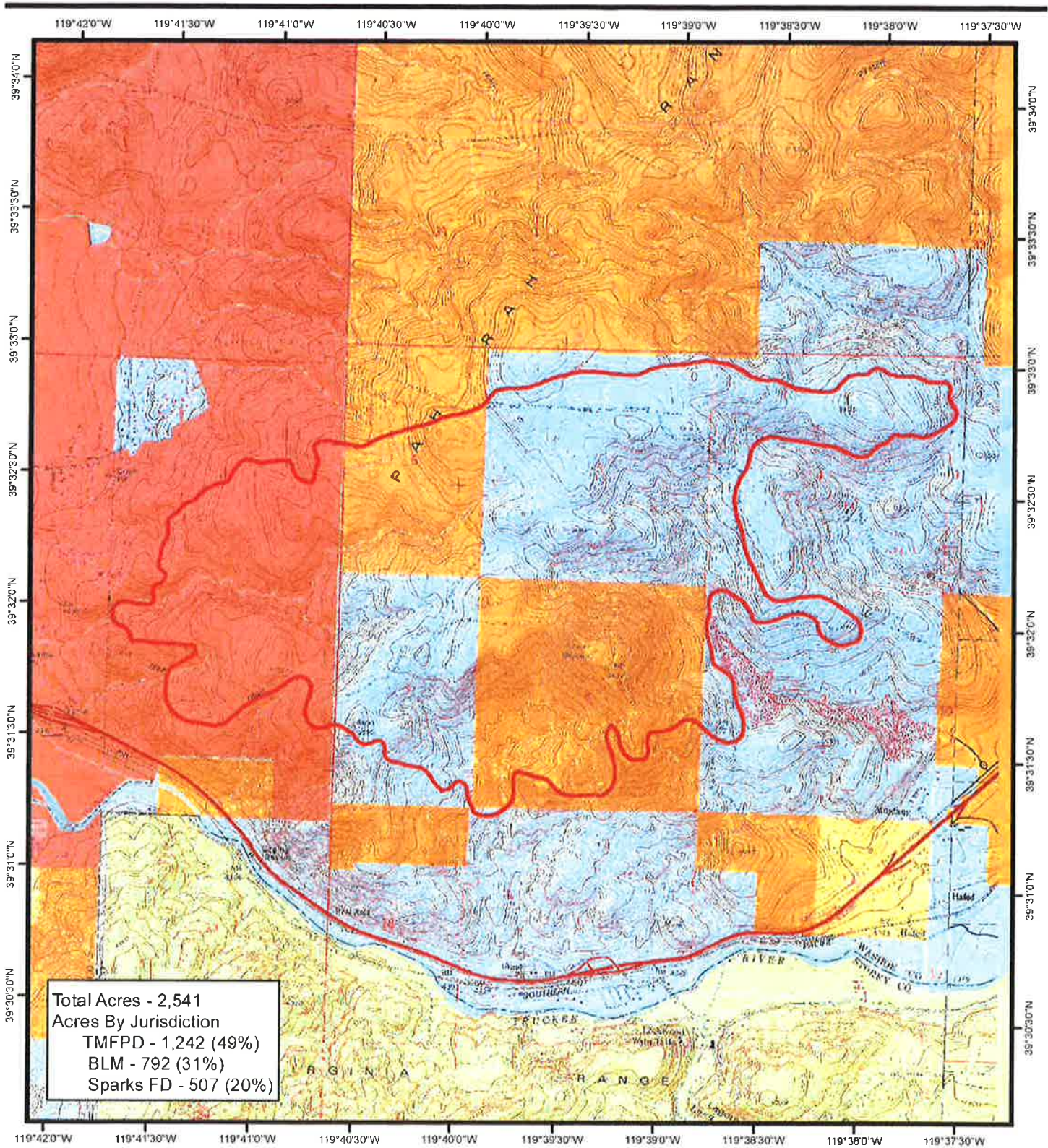
Ian Satterfield
President
IAFF Local 3895



Charles A. Moore
Fire Chief
TMFPD



Chris Ketring
President
TM Chief Officers Association



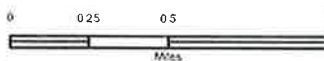
Total Acres - 2,541
 Acres By Jurisdiction
 TMFPD - 1,242 (49%)
 BLM - 792 (31%)
 Sparks FD - 507 (20%)

Legend



Jurisdiction

- Bureau of Land Management
- Sparks FD
- Truckee Meadows FPD
- Storey County FD



Bureau of Land Management Carson City District Fire & Aviation Management 2016

United States Department of the Interior
 Bureau of Land Management (BLM)
 Carson City District
 5665 Morgan Mill Road
 Carson City, NV 89701



No warranty is made by the BLM as to the accuracy, reliability or completeness of these data for individual or aggregate use with other data

Rolde, 07.07.2016

S Fire, NV-SPKX-030319, 07.06.2016



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT MONTHLY REPORT

May 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													
INCIDENT TYPE	13- Stead	14- Danonte Ranch	15- Sun Valley	16- E. Washoe Valley	17- Spanish Valley	18- Cold Springs	30- W. Washoe Valley	35- Verdi/Caughlin	36- Arrowcreek	37- Hidden Valley	39- Galena Forest	Other	TOTAL
Structure Fire	1		1										2
Wildland Fire	1		1		2					1			5
Vehicle/Trash/Other Fire			2		3		1	1	1				8
Emergency Medical Services	56	46	161	20	106	47	1	20	33	14	5	3	512
Motor Vehicle Accident	7	5	10	1	17	5	6	4	1	4	1		61
Rescue								1				1	2
Haz-Mat/Hazardous Condition	3	1	2		1	1		2	1	3			14
Public Assist	4	2	8	1	8	6							29
Good Intent Call	14	11	17	2	17	2	2	4	2	16	7	1	95
Activated Fire Alarm	2	3	2		8	1	1	2	2				21
Severe Weather Related													0
Other													0
MAY 2016 TOTAL	88	68	204	24	162	62	11	34	40	38	13	5	749
MAY 2015 TOTAL	76	46	176	26	144	63	15	33	33	31	12	2	657

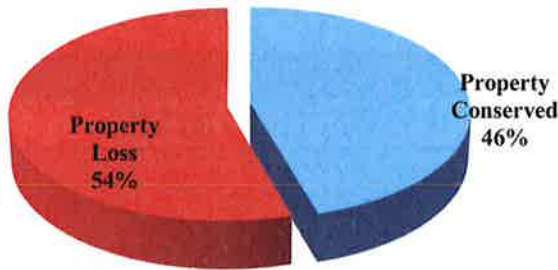
In the month of May, 2016 the TMFPD responded to 749 incidents, for a cumulative total of 9,061 incidents in the past twelve months.

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

AGENDA ITEM #6B

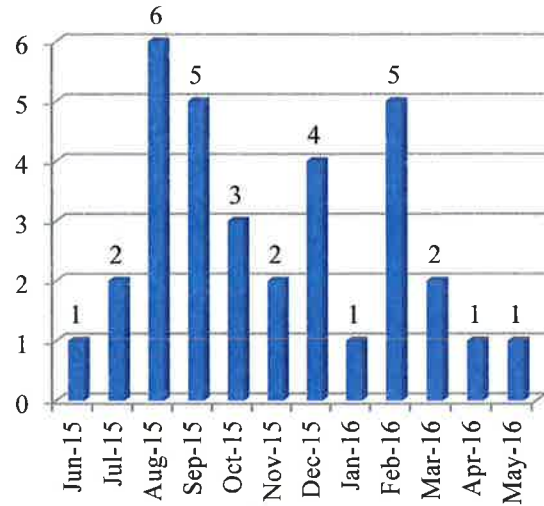
Fire Loss to Value Comparison – May 2016

May 2016 Fire Loss/Save



Total Structure Value: \$ 55,059
 Total Structure Conserved: \$ 25,059
 Total Structure Loss: \$ 30,000

Structure Fires



Rolling Year Statistics

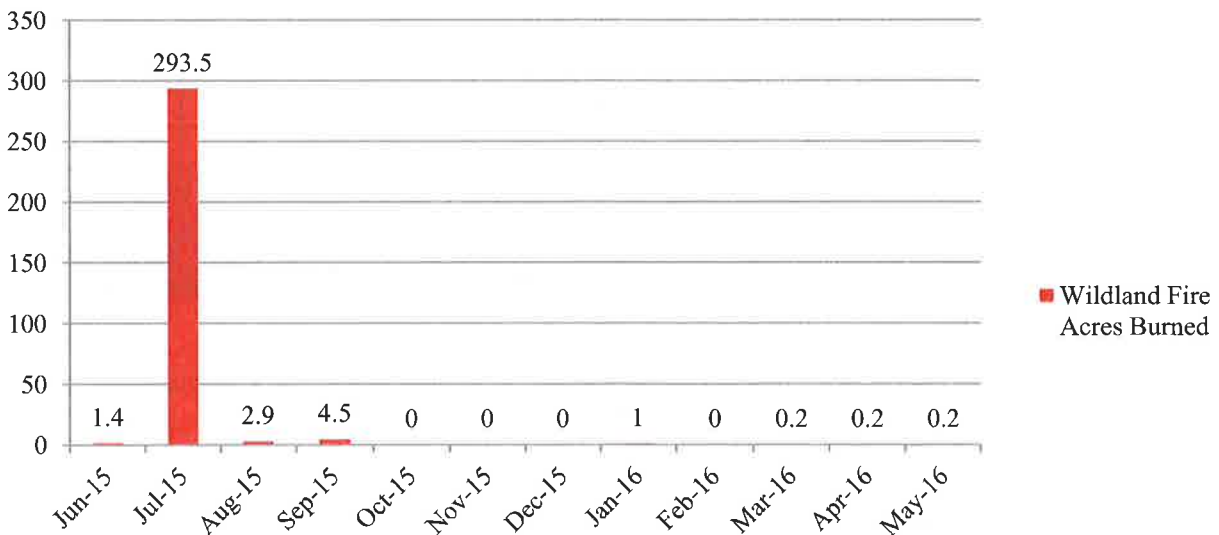
TMFPD responded to 12 structure fires in May 2016, for a total of 33 structure fires in the past year.

■ Structure Fires

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

Wildland Fires - May 2016

One Year History: Wildland Fire Acres Burned



In the month of May 2016, .2 acres were burned. As of May 31, 2016, 303.9 acres burned in the past twelve months.

Mutual Aid Given and Received - May 2016

Mutual Aid Given & Received by Department		
DEPARTMENT	AID GIVEN	AID RECEIVED
Bureau of Land Management	0	0
California Dept of Forestry	0	0
Carson City FD	0	1
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	2	3
Reno FD	3	0
Reno/Sparks Indian Colony	1	0
Sierra County, CA	0	0
Sparks FD	4	2
Storey County FPD	0	1
Truckee Fire, CA	1	0
US Forest Service	0	0
TOTAL	11	7

The TMFPD received aid 7 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.

Station by Commission District		
Station	District	Commissioner
Station 13 – Stead	5	Herman
Station 14 – Damonte Ranch	2	Lucey
Station 15 – Sun Valley	3/5	Jung / Herman
Station 16 – East Washoe Valley	2	Lucey
Station 17 – Spanish Springs	4	Hartung
Station 18 – Cold Springs	5	Herman
Station 30 – West Washoe Valley	2	Lucey
Station 35 – Mogul	5/1	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 Extrication Accident – Station 30 (West Washoe Valley); Old Hwy 395 Commissioner District 2

On May 7th at 14:51 hours, crews were dispatched to a rollover accident which partially ejected one of the two occupants. Engine 30 crews immediately initiated ALS care and requested Careflight to respond. Engine 16 set up the landing zone in order for Careflight to land in a narrow space between power lines and a large tree. The critically injured occupant was extricated while ALS care was being performed, and was loaded onto Careflight for transport to Renown ICU. REMSA evaluated and released the other occupant who had minor injuries.

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

**Extrication Accident/Rescue – Station 17 (Spanish Springs); Moon Rocks
Commissioner District 4**

On May 13th at 15:17 hours, crews were dispatched to a rock-crawler that had rolled off of the peak north of the Moon Rocks, with one deceased and one injured. The TM Engine crew and the Careflight nurse and medic drove to a point that they could drive no further and then hiked in to the accident scene, approximately 1/2 mile and 700 vertical feet above their starting point. RAVEN arrived overhead and inserted two personnel and a hoist backboard bag. Crews then removed the patient from the vehicle, and loaded him for transport via hoist and Raven to the landing zone. TM crews and the Careflight crew then worked their way back out to the vehicle and out to the Careflight helicopter for transport, where the patient was then loaded into the Careflight helicopter and transported to Renown.

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

**Structure Fire – Station 15 (Sun Valley); Pearl Dr.
Commissioner District 3
2 in/ 2 out required**

On May 19th at 00:56 hours, crews were dispatched to a structure fire. Crews arrived on scene to find a heavily involved 2 car garage. A transitional fire attack was made and the fire was quickly knocked down. The fire was confined to the garage with no extension to the residential structure. The garage and 2 vehicles sustained major damage. No injuries were reported.

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

**Back Country Rescue – Station 39 (Galena Forest); Thomas Creek Trailhead
Commissioner District 1
Rescue Required**

On May 23rd at 14:01 hours, crews were dispatched to a medical emergency approximately 1 mile west of the Thomas Creek Trailhead. Engine 39 and Brush 39 responded to the trailhead, where crews then hiked in on foot. WCSO HASTY team and Remsa assisted TM crews carrying the patient down the trail and across the creek to be loaded into the ambulance.

1 TM Engine, 1 TM Brush and 1 TM Battalion Chief responded to this incident.

**Extrication Accident – Station 17 (Spanish Springs); Pyramid Highway
Commissioner District 4**

On May 27th at 23:02 hours, crews were dispatched to a motor vehicle accident. Crews arrived on scene to find a two-car head on collision with one car on fire, and one subject needing to be extricated. The front end of the vehicle had collapsed and the driver's legs were pinned under the dash. In less than 7 minutes from arrival, crews extinguished the fire with the assistance of an off-duty Remsa employee, and a dash roll was performed, freeing the patient's left leg. Patient was rapidly extricated from the driver side of the vehicle and carried to a safe location, where resuscitation efforts were performed until the patient was declared deceased.

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

**Extrication Accident/Rescue – Station 17 (Spanish Springs); Moon Rocks
Commissioner District 4**

On May 28th at 17:27 hours, crews were dispatched to an extrication/rescue accident where a person was crushed between an off road vehicle and a rock. While crews were en route, bystanders were able to move the vehicle off of the patient. A bystander who was a nurse was administering aid. The TM Training Captain arrived with Remsa, and due to the distance from where the ambulance had to be parked, the Remsa crew loaded into the TM training pickup to be driven as close to the scene as possible. Due to patient being unstable and in shock, focus was placed on rapid extrication of patient to Careflight for transport. Engine 17 Crew assisted with treatment and moving the patient to and securing the patient on a back board. WCSO assisted with crowd control while the patient was moved off of the hill and placed in the back of the TMFPD truck. The Patient and Remsa Crew were transported down the mountain to the area where Careflight had landed. The patient was loaded onto Careflight for transport to the hospital.

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

**Pediatric Cardiac Arrest – Station 17 (Spanish Springs); Pyramid Way
Commissioner District 4**

On May 31st at 10:06 hours, crews were dispatched to a call of an infant with difficulty breathing. TM crews arrived on scene to find the infant in cardiac arrest in the back of the ambulance. Two TM personnel took over chest compressions and ventilations in the ambulance and assumed patient care en route to the hospital. The TM Training Captain dispatched TIPS to respond to the hospital, and met crews at Renown where the infant was taken into PICU.

1 TM Engine and 1 TM Training Captain responded to this incident.

Training

- Wildland Fire Multi-Company Training Scenarios
- Wildland Fire Table Top Trainings
- Annual Wildland Refresher
- Annual Wildland Drill
- Monthly TRIAD Training
- EMS Training – Methamphetamine
- EMS Training, Pharmacology
- NFPA 1001 Ground Ladders
- NFPA Ventilation Training

Accomplishments

- Began Hydrant Testing
- Completed Annual Hose Testing
- Hosted Multiple Ride Alongs
- Fire Prevention Program at Lemmon Valley Elementary (Stead)
- Fire Prevention Program at Lenz Elementary (Damonte Ranch)
- Fire Prevention Program at Washoe State Park (East Washoe Valley)
- Attended Hidden Valley HOA Meeting



VOLUNTEER FIRE DEPARTMENT MONTHLY REPORT

May 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									0
Emergency Medical Services	1	3	1	5		3			13
Motor Vehicle Accident		1		2					3
Rescue						1			1
HazMat/Hazardous Condition		1							1
Public Assist		1		2					3
Good Intent Call	1			1					2
Activated Fire Alarm						1			1
Severe Weather Related									0
Lightning Plan									0
Other									0
MAY 2016 TOTAL	2	6	1	10	0	0	5	0	24

In the month of May, 2016 the Truckee Meadows Volunteers responded to 23 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 staffing the Gerlach Volunteer Fire Station through June 30, 2016*

AGENDA ITEM #6C

SIGNIFICANT INCIDENTS

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

Station by Commission District		
Station	District	Commissioner
Station 13 – Stead	5	Herman
Station 14 – Damonte Ranch	2	Lucey
Station 15 – Sun Valley	3/5	Jung / Herman
Station 16 – East Washoe Valley	2	Lucey
Station 17 – Spanish Springs	4	Hartung
Station 18 – Cold Springs	5	Herman
Station 30 – West Washoe Valley	2	Lucey
Station 35 – Mogul	5/1	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 Extrication Accident – Station 30 (West Washoe Valley); Old Hwy 395 Commissioner District 2

On May 7th at 14:51 hours, crews were dispatched to a rollover accident which partially ejected one of the two occupants. Engine 30 crews immediately initiated ALS care and requested Careflight to respond. Engine 16 set up the landing zone in order for Careflight to land in a narrow space between power lines and a large tree. The critically injured occupant was extricated while ALS care was being performed, and was loaded onto Careflight for transport to Renown ICU. REMSA evaluated and released the other occupant who had minor injuries.

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

TRAINING AND ACTIVITY

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Lemmon Valley VFD	2016 Wildland Refresher (part 1)	5	4	20
	CECBEMS Altitude Emergencies	1	2	2
	Driving Safety	1	1	1
	Fire Shelter Practical	4	1	4
	NFPA 1001 Ground Ladders	1	1	1
	NFPA 1500 Bloodborne Pathogens Safety	1	1	1
	NFPA 1500 Hazard Communication	1	1	1
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	2	2	4
	Wildland Practical Drill-2016	3	3	9
Lemmon Valley VFD Total				59
Palomino Valley VFD	2016 Wildland Refresher (part 1)	3	4	12
	Cyanokits	1	0.5	0.5
	Fire Shelter Practical	4	1	4
	Infection Control Attendance and Test	2	2	4
	Low Angle Rope Rescue Training-Didactic	1	1	1
	NFPA 1500 Driving Safety	1	1	1
	RT-130	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	3	4	12
	Search and Rescue	1	5	5
	Wildland Practical Drill-2016	3	3	9
Palomino Valley VFD Total				66.5
Red Rock VFD	2016 Wildland Refresher (part 1)	3	4	12
	CECBEMS Head & Facial Injuries Advanced	1	1	1
	Cyanokits	1	0.5	0.5
	Fire Industry Driver Operator	2	1	2

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Red Rock VFD, cont'd	Interviewing and Hiring	1	1	1
	Respiratory Protection Policy Review	1	0.5	0.5
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	2	1	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	4	2	8
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	4	2	8
	Structure Protection Strategies in the Wildland/Urban Interface	1	0.5	0.5
	Type III Model 34 Wildland Units	1	1	1
Red Rock VFD Total				42.5
Silver Lake VFD	2016 Wildland Refresher (part 1)	1	4	4
	CECBEMS Health & Wellness	1	1	1
	CECBEMS Methamphetamine	1	2	2
	CECBEMS Workplace Stress	1	1	1
	Review Model 14 and progressive hose lays	4	1.5	6
	Review videos of wild land hose pack deployment	2	1	2
	Fire Shelter Practical	5	1	5
	HAZMAT Refresher 2016	1	1	1
	NFPA 1001 Firefighting Foams	1	1	1
	NFPA 1001 Water Supply	1	1	1
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	1	2	2
	S-190 Introduction to Wildland Fire Behavior (MOD #1)	1	2	2
	S-190 Introduction to Wildland Fire Behavior (MOD #2)	1	2	2
	S-190 Introduction to Wildland Fire Behavior (MOD #3)	1	2	2
	S-190 Introduction to Wildland Fire Behavior (MOD #4)	1	2	2
	Wildland Practical Drill-2016	1	3	3
Silver Lake VFD Total				45
South Valleys VFD	2016 Wildland Refresher (part 1)	4	4	16

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
South Valleys VFD, cont'd	CECBEMS Methamphetamine	3	2	6
	Cyanokits	1	0.5	0.5
	Ebola Infection Control	1	0.5	0.5
	Fire Shelter Practical	3	1	3
	Fire Shelters	1	1	1
	Hazard Communication	1	1	1
	NFPA 1001 Fire Behavior	1	1	1
	NFPA 1001 Ground Ladders	2	1	2
	NFPA 1001 Portable Extinguishers	1	1	1
	NFPA 1500 Driving Safety	3	1	3
	NFPA 1500 Hazard Communication	1	1	1
	Recording Company Training	1	0.5	0.5
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	3	2	6
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	4	2	8
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	4	2	8
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	4	2	8
South Valleys VFD Total				66.5
Verdi VFD	2016 Wildland Refresher (part 1)	1	4	4
	CECBEMS Methamphetamine	1	2	2
	CECBEMS Pharmacology Basic	1	1	1
	CECBEMS Respiratory Emergencies Basic	1	1	1
	REMSA Advanced EMT class	2	5	10
	Annual hose testing at Station 18. E-351 and B-351 tested all required hose and inspected it for damage. One 1.75" hose length taken out of service and replaced.	2	7	14
	E-351 drafting practice using 2.5" drivers inlet from stream.	2	1.5	3
	Station maintenance and truck checks	1	3	3
	Training officer covered new volunteer policies and wildland introduction for two new members.	2	2	4
	Wildland meeting at Station 223	3	1	3
	NFPA 1001 Ground Ladders	3	1	3
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	1	2	2

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Verdi VFD, cont'd	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	2	2	4
Verdi VFD Total				60



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: July 19, 2016

Fire Chief _____
Finance _____
Legal _____
Risk Mgt. _____
HR _____

DATE: July 1, 2016
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Authorize the payment of the workers' compensation insurance for the Truckee Meadows Fire Protection District to the Nevada Public Agency Insurance Pool Public Agency Compensation Trust (PACT), for the period of July 1, 2016 through June 30, 2017 for an annual estimated premium of \$1,097,556. (All Commission Districts)

SUMMARY

Staff is recommending that the Board authorize the payment of the workers' compensation insurance for the District to the Nevada Public Agency Insurance Pool Public Agency Compensation Trust (PACT) for one year beginning July 1, 2016.

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

PREVIOUS ACTION

July 21, 2015, the Board authorized the payment of the workers' compensation insurance for the Truckee Meadows Fire Protection District to the Nevada Public Agency Insurance Pool Public Agency Compensation Trust (PACT), for the period of July 1, 2015 through June 30, 2016.

BACKGROUND

The Nevada Public Agency Insurance Public Agency Compensation Trust (PACT) was organized in 1996 to provide adequate, affordable workers' compensation insurance coverage to Nevada municipalities. PACT members include counties, cities, school districts, special districts, and towns. The PACT was designed to permit local government entities to band together and share in the provision of essential services.

As the lead agency for its volunteer stations, TMFPD became a member of PACT when its volunteer fire stations joined PACT in 2002. As such, the District has been a member of PACT since 2002 but did not have career staff until the consolidation occurred with SFPD. As such, the District pays the workers' compensation costs for the volunteers, auxiliary members, seasonal personnel, and the career staff.

The PACT provides long-term, stable workers' compensation insurance for the District. The annual payment for FY16/17 is estimated at \$1,097,556. Payments are to be made quarterly with the 4th quarter payment including a true-up based on an actual payroll audit done during the fiscal year.

FISCAL IMPACT

The annual cost is estimated at \$1,097,556 payable in quarterly installments. This is an estimate as the fourth quarter will be a true-up based on an actual payroll audit conducted during the year. Sufficient funding for the premium expenditure exists in the FY16/17 General Fund budget.

RECOMMENDATION

It is recommended that the Board of Fire Commissioners authorize the payment of the workers' compensation insurance for the Truckee Meadows Fire Protection District to the Nevada Public Agency Insurance Pool Public Agency Compensation Trust (PACT), for the period of July 1, 2016 through June 30, 2017 for an annual estimated premium of \$1,097,556.

POSSIBLE MOTION

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

"I move to authorize the payment of the workers' compensation insurance for the Truckee Meadows Fire Protection District to the Nevada Public Agency Insurance Pool Public Agency Compensation Trust (PACT), for the period of July 1, 2016 through June 30, 2017 for an annual estimated premium of \$1,097,556."



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: July 19, 2016

Fire Chief _____
Finance _____
Legal _____
Risk Mgt. _____
HR _____

DATE: July 11, 2016
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Discussion and possible approval of Addendum to Interlocal Agreement for Administrative & Technical Services between Washoe County and Truckee Meadows Fire Protection District. (All Commission Districts)

SUMMARY

This item requests approval of Addendum to Interlocal Agreement for Administrative & Technical Services between Washoe County and Truckee Meadows Fire Protection District.

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

PREVIOUS ACTION

On July 1, 2012, the Board of Fire Commissioners and the Board of County Commissioners approved an Interlocal Agreement for Administrative & Technical Services. The agreement specifies what services each entity provides to the other and the process for cost allocation and payment.

BACKGROUND

Upon standup of the District the Board of County Commissioners and Board of Fire Commissioners approved an Interlocal agreement that specified how fleet maintenance and repair would be accomplished. Paragraph 1.6 and paragraph 2.5 required the District to use services provided by the County. The District funded two mechanics who were employees of the County. The District paid the County for these positions including a markup for parts to cover overhead.

The District has sufficiently enhanced and evolved the organization to where this function can be provided by the District. Staff believes that providing fleet maintenance services and facility management in-house will result in improved financial and service efficiencies.

This amendment permits the District to make discretionary use of County Community Services Department when needed, rather than it be a mandatory provision. The District will continue to reimburse the County for whatever services it uses. The District is in process of hiring mechanic staff to replace the positions the District funded for the County.

FISCAL IMPACT

With the FY16/17 budget, the Board approved a reclassification for a fleet manager and the addition of two fleet positions to be able to bring fleet maintenance services in-house. Although the District will benefit from not paying overhead on parts anymore, some large repairs will be outsourced due to current limitations of fleet facilities at this time. These items were considered when the budget was prepared and there is sufficient funding in the approved FY 16/17 budget.

RECOMMENDATION

Staff recommends approval of the Addendum to Interlocal Agreement for Administrative & Technical Services between Washoe County and Truckee Meadows Fire Protection District.

POSSIBLE MOTION

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

"I move to approve an Addendum to Interlocal Agreement for Administrative & Technical Services between Washoe County and Truckee Meadows Fire Protection District."

**ADDENDUM TO INTERLOCAL AGREEMENT
FOR ADMINISTRATIVE & TECHNICAL SERVICES**

This Addendum to Interlocal Agreement for Administrative & Technical Services (“Addendum”) is made and entered effective July 1, 2016 by and between Washoe County, a political subdivision of the State of Nevada (hereinafter “County”) and the Truckee Meadows Fire Protection District, a fire district organized pursuant to chapter 474 of the Nevada Revised Statutes (hereinafter “District”).

WHEREAS, the parties are public agencies authorized by chapter 277 of the Nevada Revised Statutes to enter into interlocal agreements for the performance of governmental services for each other; and

WHEREAS, the parties each have need for certain services, the County for fire related services north of Township 22N, and the District for certain administrative and technical support services at different levels, and both parties are able and willing to aid the other accordingly; and

WHEREAS, County and the District entered into the Interlocal Agreement For Administrative & Technical Services on June 12, 2012, to address their respective service needs, and they desire to amend and restate the entire Interlocal Agreement to further address, among other matters, certain county services, the distribution of fire fees collected by some county departments; and

WHEREAS, the District has enhanced and evolved the organization to where mechanical and fleet maintenance services may be more efficiently provided or managed by the District and the District Fire Chief may exercise all reasonable and prudent judgement to those service from other sources to address the service needs of the District; and

NOW THEREFORE, with full incorporation by this reference of all recitals set forth above, it is agreed between the parties:

1. Section 1.6 of the 2012 Interlocal Agreement is amended to provide as follows:

1.6 The County Community Services Department is authorized and may perform, as requested, capital construction, property management services and station maintenance, subject to District budget allocation as well as the same state and local law authorities and restrictions as govern the performance of these functions for the County. The District may request on-call incident-site fueling from the Washoe County Equipment Services Division and the costs of those services shall be paid to the County by the District on a cost reimbursement basis.

2. Section 2.5 of the 2012 Interlocal Agreement is deleted and the provisions of that section are no longer in effect.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

**TRUCKEE MEADOWS
FIRE PROTECTION DISTRICT**

By: _____ By: _____
Kitty K. Jung, Chair Kitty K. Jung, Chair

Date signed: _____ Date signed: _____

ATTEST: ATTEST:

Clerk Clerk



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT Board Meeting Date: July 19, 2016

Fire Chief _____
Finance _____
Legal _____
Risk Mgt. _____
HR _____

DATE: July 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
SUBJECT: Recommendation to award a bid for the remodel of Galena Station #39 located at 4000 Joy Lake Road, Reno, NV to the lowest responsive and responsible bidder, Houston Smith Construction, in the amount of \$210,000, and if awarded, authorize the Chair to execute contract documents upon presentation. (Commission District 2)

SUMMARY

Recommendation to award a bid for the remodel of Galena Station #39 located at 4000 Joy Lake Road, Reno, NV to the lowest responsive and responsible bidder, Houston Smith Construction, in the amount of \$210,000, and if awarded, authorize the Chair to execute contract documents upon presentation.

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

PREVIOUS ACTION

May 17, 2016, the Board of Fire Commissioners approved the District's FY 16/17 Budget and adopted the Capital Improvements Plan for Fiscal Year 2017 which included the remodel of Galena Station #39.

BACKGROUND

During the review of District facilities, staff confirmed that to better accommodate the career crew at Station 39, the station needs a remodel. Washoe County Capital Projects staff prepared bid documents for the project. A request for bids from general contractors was advertised in the Reno Gazette Journal on June 16, 2016 and June 20, 2016. Bids were received from four (4) general contractors and were opened on June 30, 2016. The bid tabulation is attached as Exhibit A.

Houston Smith Construction is the apparent low bidder with a bid of \$210,000 and staff is recommending acceptance of this bid.

FISCAL IMPACT

Funding for this project was approved by the Board in the FY16/17 Capital budget.

RECOMMENDATION

Staff recommends to award a bid for the remodel of Galena Station #39 located at 4000 Joy Lake Road, Reno, NV to the lowest responsive and responsible bidder, Houston Smith Construction, in the amount of \$210,000, and if awarded, authorize the Chair to execute contract documents upon presentation.

POSSIBLE MOTION

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

"I move to approve an award a bid for the remodel of Galena Station #39 located at 4000 Joy Lake Road, Reno, NV to the lowest responsive and responsible bidder, Houston Smith Construction, in the amount of \$210,000, and if awarded, authorize the Chair to execute contract documents upon presentation."

AGREEMENT

Truckee Meadows Fire Protection District Station 39 Remodel Project

THIS AGREEMENT (also herein referred to as "Contract"), is made and entered into this _____ day of _____, 20____, by and between Truckee Meadows Fire Protection District, a political subdivision of the State of Nevada, acting through the Truckee Meadows Fire Protection District Board of Fire Commissioners hereinafter called "OWNER" and Houston Smith Construction, a General Contractor, Nevada State License No.70322 hereinafter called the "CONTRACTOR".

WITNESSETH:

That the OWNER and the CONTRACTOR, for the consideration hereinafter named, agree as follows:

Article 1. Scope of Work

The Contractor shall furnish all of the materials and perform all of the Work described in the Specifications entitled "**Truckee Meadows Fire Protection District Station 39 Remodel Project**", prepared by the Department of Community Services, which is attached hereto and incorporated herein as one of the Contract Documents identified in Article 7.

Article 2. Time of Completion

The Work to be performed under this Agreement shall be completed within 120 calendar days of the "Notice to Proceed". Should the Contractor fail or refuse to complete the work within that time, along with any authorized extensions of time, there shall be deducted from monies due him, not as a penalty, but as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each additional calendar day required to complete the work.

Article 3. Progress Payments

On or about the first of each month, the Contractor shall make and certify an estimate of the amount and fair value of the work done, and may apply for partial payment therefore. The Contractor shall revise the estimate as the Owner may direct. Whenever the monthly estimate, after approval, shows that the value of the work completed during the previous month exceeds one percent (1%) of the total contract price, the Owner will process a pay request. The Owner will thereupon cause the amount therein to be paid to the Contractor. Such certification of work performed will authorize payment in an amount equal to the value of the Work completed less any sums that may be retained by the Owner.

Pursuant to NRS 338.515, Owner shall retain 5 percent (5%) of such estimated value of the Work done as part security for the fulfillment of the Contract until fifty percent (50%) of the Work required by the contract has been performed. When fifty percent (50%) of the Work has been completed to the satisfaction of the Owner, one-half (1/2) of the amount retained by Owner will be paid to Contractor. Thereafter, if in the opinion of the Owner, satisfactory progress is being made, Owner shall retain up to two and a half percent (2.5%) from monthly progress payments as part security for the fulfillment of the Contract until the Work required by the contract has been

completed. No partial payment shall be made when, in the judgment of the Owner, the Work is not being diligently prosecuted by the Contractor.

The amount of payments withheld as provided herein shall be retained for a period of thirty (30) days from the date of filing of the Notice of Completion.

Owner shall pay to Contractor at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by Owner in accordance with NRS 338.515. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the Owner may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) the final payment is due under the Agreement, whichever occurs first.

Contractor shall pay the Subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of NRS 338.510 through NRS 338.535.

In accordance with NRS 244.320 and NRS 354.626, if, in any subsequent fiscal year, the County determines not to appropriate or budget funds for the purposes specified in this Contract, or the County determines that it is required to amend previous appropriations or budgeted amounts to eliminate or reduce funding the purposes in this Contract, this Contract will be terminated without penalty, charge, or sanction.

Article 4. Acceptance and Final Payment

As soon as practical following the completion of the Work, the Contractor shall make request by letter to the Owner for a final inspection and acceptance of the Work, and if, in Owner's opinion, all provisions of the Specifications and Agreement have been satisfied, Owner will cause a Notice of Completion to be filed with the County Recorder.

At the expiration of thirty (30) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens or outstanding debts have been filed against the work, and the contract is not subject to arbitration or litigation between parties. Notwithstanding the expiration of thirty (30) calendar days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 5. The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the Work in strict accordance with the Specifications and to the satisfaction of the Owner, the amount of **Two Hundred Ten Thousand and 00/100 dollars (\$210,000.00)**. This sum is to be paid in the manner and under the conditions hereinbefore specified.

Article 6. Performance and Payment Bonds

The Contractor agrees that it will before this Contract becomes effective, furnish the Owner a Faithful Performance Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total Contract sum.

The Faithful Performance Bond shall be conditioned that the Work under the Contract shall be performed in accordance with the Specifications and terms of this Agreement and shall guarantee the Work for a period of one (1) year.

Labor and Material Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender and supplies, teams, trucks and other means of transportation used in, or upon or about the Work and for any labor done thereon.

Article 7. The Contract Documents

The following is an enumeration of the Contract Documents, which are attached hereto and fully incorporated by reference as part of the Contract:

1. DRAWINGS
2. NOTICE TO CONTRACTORS
3. INSTRUCTION TO BIDDERS
4. BID FORM
5. GENERAL CONTRACTOR BUSINESS FIRM INFORMATION
6. BID BOND
7. PREFERENTIAL BID STATUS
8. LOCAL PREFERENCE BIDDING AFFIDAVIT
9. LIST OF SUBCONTRACTORS SUBMITTED WITH BID
10. TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES
11. AFFIDAVIT OF NON-COLLUSION
12. DEBARMENT CERTIFICATE
13. AGREEMENT
14. PERFORMANCE AND COMPLETION BOND
15. LABOR AND MATERIAL PAYMENT BOND
16. GENERAL PROVISIONS (STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, latest edition) by reference.
17. SPECIAL PROVISIONS
18. TECHNICAL SPECIFICATIONS
19. ATTACHMENT 1 - PUBLIC WORKS CONSTRUCTION INSURANCE SPECIFICATIONS
20. ATTACHMENT 2 – GEOTECHNICAL INVESTIGATION
21. ATTACHMENT 3 – 2015 PREVAILING WAGE RATES – WASHOE COUNTY
22. ADDENDA (if necessary)
23. ANY VALIDLY EXECUTED CHANGE ORDER, DIRECTIVES OR AMENDMENTS HERETO

Article 8. Nondiscrimination: In accordance with NRS 338.125, in connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. This agreement not to discriminate includes, but is not limited to, decisions with respect to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Any violation of such provision by the Contractor shall constitute a material breach of the Contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Article 9. Veteran's Preference

Contractor agrees to give preference as provided in NRS 338.130. If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 10. Prevailing Wage Rates

In the event that the Contract sum is Two Hundred Fifty Thousand Dollars or more, Contractor agrees that he shall pay the prevailing wage rates in effect at the time of the bid and comply with NRS 338. The Contractor shall forfeit, as a penalty to the Owner, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed:

- 1) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
- 2) Is not reported to the labor commission and the Owner.

In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this project. The records shall be open to inspection by the Owner, its officers and agents and at all reasonable hours.

Article 11. Indemnification/Hold Harmless

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with Contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that Contractors accept and are able to pay for the loss liability related to their activities. Attachment 1 is included by reference. All conditions and requirements identified in this Attachment shall be completed prior to the commencement of any work under this Agreement.

If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 12. Termination

In addition to other provisions of this Agreement, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven (7) days notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay

Contractor for all Work satisfactorily completed and for materials installed prior to the date of termination.

In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due under this Contract, Owner will immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever, except the portions of payments herein agreed on for which funds shall have been appropriated and budgeted or are otherwise available.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

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

Kitty K. Jung, Chair

ATTEST:

Nancy Parent, Washoe County Clerk

HOUSTON SMITH CONSTRUCTION

Rollin Smith, President

STATE OF NEVADA)
) SS:
COUNTY OF WASHOE)

On this ____ day of _____, 20____, personally appeared before me, a Notary Public, _____, who acknowledged to me that he/she executed the foregoing Agreement.

NOTARY PUBLIC



CONTRACT DOCUMENTS

FOR

Invitation to Bid

For

TMFPD STATION 39 REMODEL

Click here to enter text.

4000 Joy Lake Road, Washoe County, NV

WASHOE COUNTY, NEVADA

Phone: 775-328-2316

Release Date: June 13, 2016

Pre-Bid Conference Date: June 27, 2016 12:00 AM

Deadline for RFI Submittals: June 28, 2016 12:00 AM

Bid Opening Date and Time: June 30, 2016 12:00 AM

Approximate Award Date: July 26, 2016

Approximate Construction Start Date: August 8, 2016

Approximate Construction Duration: 120

Refer to Instruction to Bidders for the complete Invitation to Bid schedule

For additional information, please contact:

Gordon Northan, AIA, CSD Architect

WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT



Washoe County

COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

1001 EAST NINTH STREET, BUILDING A RM A255

RENO, NEVADA 89512

Email address: **GNorthan@washoecounty.us, Ph: 775.328.2316**



Washoe County

COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

TMFPD STATION 39 REMODEL

4000 Joy Lake Road, Washoe County, NV

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VENDOR INFORMATION SHEET FOR INVITATION TO BID

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	
----	--------------	--

V2	Street Address	
----	----------------	--

V3	City, State, ZIP	
----	------------------	--

V4	Telephone Number		
	Area Code:	Number:	Extension:

V5	Facsimile Number	
	Area Code:	Number:

V6	Licensure Numbers	
	DUNS:	NV Contractors:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>
----	--------------------------------------------------------------------------------------------------------



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	Name:
	Title:
	Address:
	Email Address:

V8	Telephone Number for Contact Person		
	Area Code:	Number:	Extension:

V9	Facsimile Number for Contact Person		
	Area Code:	Number:	Extension:

V10	Name of Individual Authorized to Bind the Organization	
	Name:	Title:

V11	Signature (<i>Individual must be legally authorized to bind the vendor per NRS 333.337</i>)	
	Signature:	Date:



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ACRONYMS / DEFINITIONS

For the purposes of this INVITATION TO BID, the following acronyms/definitions will be used:

Acronym	Description
Awarded Vendor	The organization/individual that is awarded and has an approved contract with Washoe County for the services identified in this INVITATION TO BID.
BCC	Washoe County Board of County Commissioners
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS §333.020(5) (b).
Contract Approval Date	The date the BCC officially approves and accepts all contract language, terms and conditions as negotiated between the County and the successful vendor.
Contract Award Date	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the BCC.
Contractor	The company or organization that has an approved contract with Washoe County for services identified in this INVITATION TO BID. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the County relative to contract performance.
County	The County of Washoe County, Nevada and any agency identified herein.
Cross Reference	A reference from one document/section to another document/section containing related material.
Exception	A formal objection taken to any statement/requirement identified within the INVITATION TO BID.
Key Personnel	Contractor/Vendor staff responsible for oversight of work during the life of the project and for deliverables, as applicable.
LOI	Letter of Intent – pending notification of the County's intent to award a contract to a vendor, pending successful negotiations.
May	Indicates something that is not mandatory but permissible.



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ACRONYMS / DEFINITIONS

For the purposes of this INVITATION TO BID, the following acronyms/definitions will be used:

Acronym	Description
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
NAC	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .
NOA	Notice of Award – formal notification of the County’s decision to award a contract, pending Board of County Commissioners’ approval of said contract, any non-confidential information becomes available upon written request.
NRS	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
Owner	Owner/Owner Representative
Pacific Time (PT)	Unless otherwise stated, all references to time in this INVITATION TO BID and any subsequent contract are understood to be Pacific Time.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
Public Records	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
Redacted	The process of removing confidential or proprietary information from a document prior to release of information to others.
INVITATION TO BID	Invitation to Bid; a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
Shall	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.



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ACRONYMS / DEFINITIONS

For the purposes of this INVITATION TO BID, the following acronyms/definitions will be used:

Acronym	Description
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the vendor, who will provide services identified in this INVITATION TO BID. This does not include third parties who provide support or incidental services to the vendor.
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this INVITATION TO BID.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.



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WASHOE COUNTY OBSERVED HOLIDAYS

The Washoe County observes the holidays noted in the following table:

When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25



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NOTICE TO CONTRACTORS

The expected cost for this project is \$ 205,000

1. Contract Documents for this Project will be available to each bidder for the cost of reproduction at:

Sierra Contractor's Source, 860 Maestro Dr, Ste B, Reno, NV 89511 775-329-7222

In order to appear on the Plan Holder's List, receive addendums and remain on the plan Holder's listing, prospective bidders must purchase at least one official and complete set of plans and specifications from the source as noted above.

2. The General Scope of Work is as follows:

Remodeling of an existing fire station number 39 including demolition and construction of interior partitions, construction of exterior wall at mechanical room, painting, gypsum board, carpet and sheet vinyl floor coverings, kitchen cabinets and equipment, electrical and mechanical systems remodel and replacement, exterior EIFS and wood wall surfaces repair and painting, doors frames and hardware, toilet fixtures and accessories.

3. The scope of work shall be substantially complete in compliance with the schedule and all punch list items

completed within **ONE HUNDRED TWENTY** **(120)** calendar days from the date of notice to proceed.

This project is expected to commence on or about **August 08, 2016.**

There will be a pre-bid conference on **June 27, 2016** at **10:00 AM** at: Washoe County CSD Administration, Building A, 1001 9TH Street, Reno NV 89512

This pre-bid conference is **Mandatory** for Prime Contracting bidders and optional for subcontractors. A current list of addendums will be issued at this meeting.

All questions are required to be submitted to CSD Project Manager for review by Tuesday on June 28, 2016, in order to allow time to review and respond.



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4. To assure consideration, all proposals shall be made on the blank form of proposal attached to these Specifications and shall be enclosed and sealed in an envelope which is addressed to the Department of Community Services - Administration Building at 1001 East Ninth Street, Reno, Nevada, and marked:

TMFPD STATION 39 REMODEL: 4000 Joy Lake Road

No proposal will be considered unless accompanied by cashier's check, certified check, or bid bond in an amount equal to five percent (5%) of the bid, made payable to the Washoe County Treasurer, as provided for in the General Provisions.



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5. Sealed proposals will be received in the Office of the **Department of Community Services - Administration**

Building at 1001 East Ninth Street (2nd floor), Reno, Nevada 89512, until 2:00 PM on Thursday

June 30, 2016 opened and reviewed publicly the same day in the Community Services

Conference Room, in Administration Building A, at 1001 East Ninth Street, Reno, Nevada. The Washoe County Commission will consider award of the contract at a subsequently regularly scheduled meeting.



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SCOPE OF WORK

1. **WORK UNDER THIS CONTRACT:** includes but is not limited to, all material, labor, tools, expendable equipment, utility and transportation service, any and all travel expenses, and all incidental items necessary to perform and complete the required Scope of Work in a workmanlike manner, complete and on schedule.

- a. The Site Address of the Work to be performed is:

4000 Joy Lake Road, Washoe County, NV

- b. The Scope of Work includes the following:

Interior partition demolition and construction, trim and paint finishes, carpet and sheet vinyl floor covering, exterior EIFS and wood repair and painting, electrical and mechanical systems modifications and replacements, concrete walk, doors frames and hardware, kitchen cabinets, counter tops and equipment, bedroom storage cabinets and small mechanical room expansion.

2. **LIMITATIONS OF WORK** consists of the following: Work will be done while the station is operational and employees are working; some work may need to be completed after hours if there is not access or a potential disruption to work could occur. There will be no additional charges for after-hours work. Typical work hours will be 7 am to 5 pm, however, after hours work can be scheduled to accommodate the contractor. Precautions such as implementation of safe zones while working in public areas will be required. Emergency vehicle access in and out will be required at all times.
3. **CONFORM WITH THE FOLLOWING SCHEDULE:** The scope of work shall be substantially completed in compliance with the contract documents. Approximate project duration is **One Hundred Twenty (120)** calendar days Contractor to provide a detailed construction schedule as previously indicated in the "Notice to Contractors" section.
4. **PERMITS AND LICENSES:** The Prime Contractor shall procure, at their expense, all permits, licenses, insurance policies, etc. as may be necessary to comply with Federal, State or local laws in the performance of the work, unless noted otherwise in the Specifications. All work to be performed shall be done by qualified and appropriately licensed mechanics.



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INSTRUCTIONS TO BIDDERS

Proposals, to be entitled for consideration, must be made in accordance with the following instructions:

Proposals shall be made on the form provided in these Bid Documents, and all applicable blank spaces in the form shall be completed by bidder; numbers for item bid shall be stated both in writing and in figures; the signatures of all persons shall be in longhand; and the completed form shall be without interlineation, alterations, exclusions or erasure. The form shall be enclosed and sealed in an envelope which is to be titled:

TMFPD STATION 39 REMODEL

4000 Joy Lake Road, Washoe County, NV

and addressed to **WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT**, Administration Building "A", 1001 East Ninth Street, Reno, Nevada 89512. All notarized areas to be original signatures on the supplied form. No third party forms accepted.

All questions and correspondence shall be directed to the following person: All requests for information shall be directed via email to the following CSD Project Manager:

Gordon Northan, AIA, CSD Architect

Community Services Department

Engineering and Capital Projects Division

Email: GNorthan@washoecounty.us, Ph: 775.328.2316

Should a bidder find discrepancies or omissions within the contract documents shall at once notify the CSD Project Manager, using the attached Bidder RFI Form, no other forms will be accepted.

Any addendums related to discrepancies or omissions will become part of the bid package.

The deadline for submittal of questions will be: 12:00 AM on June 28, 2016



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Any addendum issued to bidders by the CSD Project Manager during the course of the bidding process shall be covered in the bid proposal and in the signed agreement and will become a part thereof.

1. Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications, partial or incomplete bids will be accepted.
2. Bidders shall visit the site and know all requirements of work within these Construction Documents Specifications to their satisfaction before submitting a bid. Coordinate all site visits with the CSD Project Manager.
3. No proposal will be considered unless accompanied by cashier's check, certified check, or bid bond in an amount equal to five percent (5%) of the bid, made payable to the Washoe County Treasurer as provided in the General Conditions.



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4. Following receipt of written notification of contract award, the Prime Contractor shall execute and return the Agreement within fourteen (14) calendar days. The Notice to Proceed will be issued by the County after execution of the contract, and confirm the date by which work under the contract must commence.
5. A Labor & Material Payment Bond and a Performance & Completion Bond, each in an amount equal to one hundred percent (100%) of the total contract sum, shall be provided by the successful contractor in accordance with the forms as shown on Pages L1 through L2 and PB1 through PB2 herein. Said bonds shall be in favor of "County of Washoe, a political subdivision of the State of Nevada".
6. Bidders attention is directed to the Construction Insurance Specifications attached as Exhibit "A". The successful bidder shall be required to comply with such provisions.
7. The County reserves the right to reject any or all bids and to withhold award for up to sixty (60) days. If there are minor irregularities or informalities in any bid or in the bidding process, the County reserves the right to waive provisions of the Specifications relating to said minor irregularities or informalities.
8. In the event that the Contract sum is Two Hundred Fifty Thousand Dollars or more, Contractor agrees that he shall pay the prevailing wage rates in effect at the time of the bid and comply with NRS 338. The Contractor shall forfeit, as a penalty to the Owner, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed:

- 1) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
- 2) Is not reported to the labor commission and the owner.

In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this project. The records shall be open to inspection by the Owner, its officers and agents and at all reasonable hours.

9. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
10. The Prime Contractor, each subcontractor and other persons who provide labor, equipment, materials, supplies or services for the public work must comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.
11. Award of the bid will be made to the lowest, responsive and responsible bidder as determined by the Owner in compliance with the bid documents with all required documents and information requested and which in Owner's sole judgment best meet the Owner's needs. In the event that additive alternative bid items are requested by Owner, the Owner reserves the right, within its sole judgment and discretion,



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to determine the low bidder based on the "base bid" alone, and then select the additive alternates that best suit the needs of the Owner.

12. The Bidder's attention is directed to NRS 338.147. All bidders who would like to claim preferential bidder status should read the "Preferential Bidder Status" form and submit required documents with the Bid Proposal and Schedule.
13. Pursuant NRS 338.142 a person or firm who files a notice of protest regarding the award of a public works contract is required to post with the county a security in the form of; a bond, or certificate of deposit containing an acknowledgement by a qualified financial institution that a sum of money has been received. The security shall be equal to the lesser of twenty five percent of the value of the Protester's bid or \$250,000. The security is required to be posted at the time of the filing of the written notice of protest.

BID PROPOSAL

WASHOE COUNTY COMMISSIONERS

C/O Community Services Department

Administration Building A

1001 East Ninth Street

Reno, Nevada 89512

Gentlemen:

I (we) hereby submit my (our) proposal bid for the:



Washoe County

COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

TMFPD STATION 39 REMODEL

together with addenda numbered **1** through ,

and I (we) propose and agree that if this proposal is accepted, I (we) will contract with the County of Washoe to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials required to complete construction of the project, in a satisfactory manner at the prices stated in the bid proposal.

Construction shall be in strict conformity with the Plans, Specifications, and contract documents prepared therefore, which hereby are made a part of this proposal.

The bidder proposes and agrees to contract with Washoe County to furnish and perform all of the described work, including subsidiary obligations as defined in said contract documents and specifications and to complete the work in the manner and within the time limits set forth in the Contract Documents.



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BID SCHEDULE

BASE BID:

The undersigned, having examined the Contract Documents prepared by Washoe County Community Services Department, 1001 East Ninth Street, Reno, NV 89512 dated June 13, 2016, and having visited the site and examined all conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials,

equipment, facilities, taxes, insurance and means of construction necessary for the

work of the:

TMFPD STATION 39 REMODEL, 4000 Joy Lake Road, Washoe County, NV

in accordance with the Contract Documents for the stipulated sum(s) as follows:

AMOUNT: _____ dollars

(\$ _____)

If the undersigned be notified of the acceptance of his proposal, he agrees to execute the Agreement within ten (10) calendar days for the work covered in his proposal for the above stated prices as full compensation for furnishing all materials and labor, and doing all of the work, in strict accordance with the contract documents, to the satisfaction of the Project Manager.

The undersigned further agrees to commence the work within the time stated in the Notice to Proceed and to complete



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the work specified within the time stated in the Agreement.

The undersigned states that he has a thorough understanding of the conditions embodied in the contract documents and specifications.

Enclosed find cashier's check, certified check, or bid bond in an amount equal to at least five percent (5%) of the total amount bid.

Name of Firm _____

By _____

Address _____

Nevada Contractor's License No. _____

Date _____

WITNESS

PREFERENTIAL BIDDER STATUS



Washoe County

COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

A copy of a valid ***Certificate of Eligibility*** to receive a preference in bidding on Public Works projects issued to him/her by the State Contractors' Board must be submitted with his/her bid to **Washoe County Community Services Department** in accordance with N.R.S. 338.147 for the preference to be considered. This statute does not apply to projects expected to cost less than \$250,000.00.

[An example of the reference Bidding Certifications is shown on next page.]



Washoe County

COMMUNITY SERVICES DEPARTMENT

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EXAMPLE OF NSCB CERTIFICATE OF ELIGIBILITY



NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 683-1141 FAX (775) 683-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89014 (702) 445-1100 FAX (702) 445-1150, INVESTIGATIONS (702) 445-1110

SAMPLE CERTIFICATE FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATE OF ELIGIBILITY **PER NRS 338.147 and NRS 338.1389**

CERTIFICATE NUMBER: _____

(HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: _____ ORIGINAL ISSUE DATE: _____ BUSINESS TYPE: _____ CLASSIFICATION: _____ MONETARY LICENSE LIMIT: _____ STATUS: ACTIVE, IS HEREBY ~~ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.~~

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON _____ AND EXPIRES ON _____, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

VOID, VOID, VOID, VOID, VOID, VOID, VOID, VOID, VOID, VOID,
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE _____
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



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PREFERENTIAL BIDDER STATUS AFFIDAVIT

(This form must be submitted with Certificate of Eligibility for Preferential Bidder Status)

I, _____ ("Affiant"), on behalf of
_____ ("Contractor"), swear and affirm that in order to
be in compliance with NRS 338.147 and be eligible to receive a preference in bidding for

Project No. _____

("Project"), certify that for the duration of the Project:

- (a) At least 50 percent of all workers employed on the Project, including, without limitations, any employees of the Contractor and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");
- (b) All vehicles used primarily for the Project will be:
 - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 706.826; or
 - (2) Registered in the State of Nevada;
- (c) The Contractor and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.
- (d) At least 25 percent of the suppliers of the materials used for the Project will be located in the State of Nevada; and

Upon submission of the State Contractors' Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit, Contractor recognizes and accepts that failure to comply with the requirements herein, including all recording keeping obligations detailed in the General Conditions, : 1) is a material breach of the Contract; 2) may result in the loss of a preference in bidding public works for five (5) years and/or the ability to bid on any contracts for public works within the State of Nevada for one (1) year; and 3) may entitle the Owner to civil damages in the amount of ten (10) percent of the Contract Price. The Contractor acknowledges that he/she is required to follow the requirements regardless of whether the bidder's preference was considered in determining the lowest responsive and responsible bidder on the Project.



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By: _____

CORPORATE SEAL

Title: _____
(Print Name of Affiant)

Signature of Affiant: _____

Date: _____

Title: _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____
(name of Affiant).

State of _____)

)ss.

Notary Signature

County of _____)

STAMP



Washoe County

COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, as Principal, and _____

(Legal description and address of Surety)

authorized to do business of Surety in the Washoe County, as Surety, are held and firmly bound unto Washoe County, as Owner, in the sum of _____ Dollars (\$ _____), (which is not less than 5% of the contract price) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, and administrators, successors, and assigns.

Signed this _____ day of _____, 2016.

The conditions of the above obligation is such that whereas the Principal has submitted to Washoe County, a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the:

TMFPD STATION 39 REMODEL [Click here to enter text.](#)

Now, therefore, if said bid shall be rejected, or in the alternative, if said bid shall be accepted and the Principal shall execute and deliver a Contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his Faithful Performance of said Contract, and a Bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide and comply with the insurance requirements, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.



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Otherwise, the same shall remain in force and effect, and the sum herein specified paid over to the Owner, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of such extension.

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their officers, the day and year first set forth above.

Principal _____

(Seal)

By _____

Surety _____

By _____



Washoe County

COMMUNITY SERVICES DEPARTMENT

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STATE OF NEVADA)

) SS:

COUNTY OF WASHOE)

On this _____ day of _____, 20____, personally appeared before me, a Notary

Public, _____, who acknowledged to me that he/she was
the Surety authorized to sign the foregoing Bid Bond.

(Seal)

NOTARY PUBLIC



Washoe County

COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

PRIME CONTRACTOR FORM

(Firm Name)

(Nevada Contractors License #)

____ (Name of Officer) is authorized to bid and to enter into this Contract for the above listed firm.

The firm is: (check one)

____ a corporation ____ a partnership ____ sole proprietorship

Principal Officers:

Name	Title	Signature
------	-------	-----------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Owners Not Listed Above:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



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I, _____ (Name of Officer), certify that the above lists includes all officers, owners and financial partners of the above mentioned firm corporate structures to the best of my knowledge.

Signature and Title of Officer



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LIST OF SUBCONTRACTORS 5% List

SUBMITTED WITH BID

List below the name, address, and Contractor's license number of each subcontractor who will provide labor or a portion of the work on the project for which the subcontractor will be paid an amount exceeding 5 percent of the Contractor's **total bid**. In addition, for each portion of the work to be completed by a subcontractor, list that subcontractor's name, address and Contractor's license number. For each of those listed, also describe the type or kind of work the subcontractor will perform. **Per revised NRS 338.141 (as amended by SB268), the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. The prime contractor shall clearly show what quantity of work, by percentage, that will be performed by the prime contractor and each listed first tier subcontractor.**

CONTRACTOR NAME AND ADDRESS	KIND OF WORK	LICENSE NO.	% WORK PERFORMED
1. (Prime)			
2.			
3.			
4.			



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5.			
6.			

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141 (3).

Email 2 hour 1% list to: **Gordon Northan, AIA** at **GNorthan@washoecounty.us**

Washoe County



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TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 1% OR \$50,000 ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding one percent (1%) of the prime contractor's **total bid** or \$50,000, whichever is greater. (Attach additional sheets if necessary.) **Per revised NRS 338.141 (as amended by SB268), the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. The prime contractor shall clearly show what quantity of work, by percentage, that will be performed by the prime contractor and each listed first tier subcontractor.**

CONTRACTOR NAME AND ADDRESS	KIND OF WORK	LICENSE NO.	% WORK PERFORMED
_____	_____	_____	_____
_____	_____	_____	_____
1. (Prime)	_____	_____	_____
_____	_____	_____	_____
2.	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
3.	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
4.	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
5.	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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6.			

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141 (3).

Email 2 hour 1% list to: **Gordon Northan, AIA** at **GNorthan@washoecounty.us**



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AFFIDAVIT OF NONCOLLUSION

State of _____)

) SS

County of _____)

I _____ (Name of party signing this affidavit and the Proposal Form)

_____ (title) under penalty of perjury, being duly sworn

Depose and say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

Signature

Title

SUBSCRIBED AND SWORN to before me

This _____ day of _____, 20____.

NOTARY PUBLIC



Washoe County

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CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion From Transactions Financed In Part By The U.S. Government

I, _____, _____ hereby
(Name of Certifying Officer) (Title of Certifying Officer)

certify that _____ :
(Name of Contractor)

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency or from participation in Washoe County Capital Projects PWP No. _____ ;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If any Principal Participant is unable to certify to any of the statements in this certification, such prospective Principal Participant shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) are applicable hereto.

Name of Contractor

Street Address of Contractor

City, State, Zip

Signature

Telephone Number of Contractor

(Note: The above certification merely certifies that a Proposer and its subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the Federal Government or any of its agencies.)



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GENERAL CONDITIONS AND STANDARD SPECIFICATIONS

AIA Document A201 – 2007, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, is hereby incorporated by reference.



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AGREEMENT

THIS AGREEMENT (also herein referred to as "Contract"), is made and entered into this _____ day of _____, 20____, by and between Washoe County, a political subdivision of the State of Nevada, acting through the Washoe County Commissioners hereinafter called "OWNER" and _____, a General Contractor, Nevada State License No. _____ hereinafter called the "CONTRACTOR".

WITNESSETH:

That the OWNER and the CONTRACTOR, for the consideration hereinafter set forth, agree as follows:

Article 1. Scope of Work

The Contractor shall furnish all of the materials and perform the Work described in the Specifications entitled _____ prepared by the Department of Community Services, which is attached hereto and incorporated herein as one of the Contract Documents identified in Article 7.

Article 2. Time of Completion

The Work to be performed under this Agreement shall be completed within One Hundred Twenty Days (120) calendar days of the "Notice to Proceed". Should the Contractor fail or refuse to complete the work within that time, along with any authorized extensions of time, there shall be deducted from monies due him, not as a penalty, but as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each additional calendar day required to complete the work.

Article 3. Progress Payment

On or about the first of each month, the Contractor shall make and certify an estimate of the amount and fair value of the work done, and may apply for partial payment therefore. The Contractor shall revise the estimate as the Owner may direct. Whenever the monthly estimate, after approval, shows that the value of the work completed during the previous month exceeds one percent (1%) of the total contract price, the Owner will process a pay request. The Owner will thereupon cause the amount therein to be paid to the Contractor. Such certification of work performed will authorize payment in an amount equal to the value of the Work completed less any sums that may be retained by the Owner.

Owner shall pay the Contractor progress payments and pay interest on amounts retained from said progress



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payments in accordance with the provisions of NRS 338.510 through NRS 338.535.

In accordance with NRS 244.320 and NRS 354.626, if, in any subsequent fiscal year, the County determines not to appropriate or budget funds for the purposes specified in this Contract, or the County determines that it is required to amend previous appropriations or budgeted amounts to eliminate or reduce funding the purposes in this Contract, this Contract will be terminated without penalty, charge, or sanction.

Article 4. Acceptance and Final Payment

As soon as practical following the completion of the Work, the Contractor shall make request by letter to the Owner for a final inspection and acceptance of the Work, and if, in Owner's opinion, all provisions of the Specifications and Agreement have been satisfied, Owner will cause a Notice of Completion to be filed with the County Recorder. Effective Warranty start date shall be the date of Notice of Completion filed with the County Recorder.

At the expiration of thirty (30) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens or outstanding debts have been filed against the work, and the contract is not subject to arbitration or litigation between parties. Notwithstanding the expiration of thirty (30) calendar days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 5. The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the Work in strict accordance with the Specifications and to the satisfaction of the Owner, the amount of **AMOUNT Dollars (\$X)**. This sum is to be paid in full and under the conditions hereinbefore specified.

Article 6. Performance and Payment Bond

The Contractor agrees that he will, before this Contract becomes effective, furnish the Owner a Faithful Performance Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total Contract sum.

The Faithful Performance Bond shall be conditioned that the Work under the Contract shall be performed in



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accordance with the Specifications and terms of this Agreement and shall guarantee the Work for a period of one (1) year.

Labor and Material Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender and supplies, teams, trucks and other means of transportation used in, or upon or about the Work and for any labor done thereon.



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Article 7. The Contract Documents

The following is a hierarchal enumeration of the Contract Documents, which are attached hereto and fully incorporated by reference as part of the Contract:

1. DRAWINGS
2. NOTICE TO CONTRACTORS
3. INSTRUCTION TO BIDDERS
4. BID FORM
5. GENERAL CONTRACTOR BUSINESS FIRM INFORMATION **
6. BID BOND
7. PREFERENTIAL BID STATUS
8. LOCAL PREFERENCE BIDDING AFFIDAVIT
9. 5% LIST OF SUBCONTRACTORS SUBMITTED WITH BID
10. TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADERS
11. AFFIDAVIT OF NON-COLLUSION
12. DEBARMENT CERTIFICATE **
13. AGREEMENT
14. PERFORMANCE AND COMPLIANCE BOND
15. LABOR AND MATERIAL PAYMENT BOND
16. GENERAL CONDITIONS – DOCUMENT A201- 2007
17. TECHNICAL SPECIFICATIONS
18. EXHIBIT A – COMMUNICATION AND INSURANCE SPECIFICATIONS
19. EXHIBIT B – CURRENT PREVAILING WAGE RATES – WASHOE COUNTY
20. ADDENDA (if necessary)
21. ANY VALID EXECUTED CHANGE ORDER, DIRECTIVES OR AMENDMENTS HERETO



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Samples of all of the forms listed herein follow and should be included as part of the bid packet.



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Article 8. Nondiscrimination:

In accordance with NRS 338.125, in connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. This agreement not to discriminate includes, but is not limited to, decisions with respect to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Any violation of such provision by the Contractor shall constitute a material breach of the Contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Article 9. Veteran's Preference

Contractor agrees to give preference as provided in NRS 338.130. If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 10. Prevailing Wage Rates

In the event that the Contract sum is Two Hundred Fifty Thousand Dollars or more, Contractor agrees that he shall pay the prevailing wage rates in effect at the time of the bid and comply with NRS 338. The Contractor shall forfeit, as a penalty to the Owner, not less than \$50 nor more than \$50 for each calendar day or portion thereof that each workman employed:

- 1) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under it.
- 2) Is not reported to the Labor Commission and the Owner.

In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this project. The records shall be open to inspection by the Owner, its officers and agents and at all reasonable hours.

Article 11. Indemnification/Hold Harmless

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with Contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that Contractors accept and are able to pay for the loss liability related to their activities. Attachment 1 is included by reference. All conditions and requirements identified in this Attachment shall be completed prior to the commencement of any work under this Agreement.



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If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 12. Termination

In addition to other provisions of this Agreement, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven (7) days' notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all Work satisfactorily completed and for materials installed prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

WASHOE COUNTY

Washoe County Commission

ATTEST:

, Washoe County Clerk

CONTRACTOR:



Washoe County

COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

By: _____

Title: _____

Date: _____



Washoe County

COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

STATE OF NEVADA

)

) SS:

COUNTY OF WASHOE)

On this ____ day of _____, 20____, personally appeared before me, a Notary Public,
_____, who acknowledged to me that he/she executed the foregoing agreement.

NOTARY PUBLIC

Washoe County



COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

LABOR AND MATERIAL PAYMENT BOND

FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 338

KNOW ALL MEN BY THESE PRESENTS: That

(Name and Address [or legal description] of Prime Contractor)

as Principal, hereinafter called "Principal", and

(Legal Designation and Address of Surety)

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the COUNTY OF WASHOE, a political subdivision of the State of Nevada, as Obligee, hereinafter called "Owner", for the use and benefit of claimants supplying labor or materials to the Principal or to any of the Principal's subcontractors in the prosecution of the work provided for in the Contract referred to

below in the amount of _____ Dollars
(\$ _____) said sum being 100% of the contract amount payable by the Owner under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has be written agreement dated _____, 20__

entered into contract with Owner for the " _____ " which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, and shall save and hold harmless and indemnify Owner from and against any and all claims and demands of liens for work performed and materials supplied, then this obligation shall be void; otherwise it shall remain in full force and effect.

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THIS BOND is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of Nevada Revised Statutes and all acts amendatory thereof and supplemental thereto, and this Bond shall inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, teams or power contributing to the work described in said contract, in accordance with provisions of Chapter 339 of Nevada Revised Statutes.

Any suit or action brought on this bond shall be maintained in accordance with provisions as set forth in Chapter 339 of NRS, and all acts amendatory thereof and supplemental to.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seals, this _____ day of _____, 20____.

PRINCIPAL

By: _____

(Note: Signature to be Notarized)

Type: _____

Title: _____

Washoe County



COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

State of Nevada Contractor's License # _____ Subscribed and sworn to before me this

_____ Day of _____, 20____.

Notary Public

Surety:

Name of Surety

By: _____

(Note: Signature to be Notarized)

Type: _____

Attorney-in-Fact

Amount of Bond Premium (to be filled in by the Surety Company):

\$ _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

Washoe County



COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

Washoe County



COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

Surety's Licensed Nevada Resident Agent:

Company Name

Address

Telephone

By: _____

(Note: Signature to be Notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Washoe County



COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

PERFORMANCE AND COMPLETION BOND

FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 338

KNOW ALL MEN BY THESE PRESENTS: That _____

(Name and Address [or legal description] of Prime Contractor)

As Principal, hereinafter called "Principal", and _____

(Legal Designation and Address of Surety)

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the COUNTY OF WASHOE, a political subdivision of the State of Nevada, as "Obligee", hereinafter called "Owner", in the amount of _____ Dollars (\$_____) said sum being 100% of the contract amount payable by the Owner under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has be written agreement dated _____, 20____, entered into contract with Owner for _____, which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract"; and

WHEREAS, said Principal is required by the Nevada Revised Statutes 339.025, and all act amendatory thereof and supplemental thereto, to furnish a bond in connection with said Contract guaranteeing the faithful performance thereof; and

Washoe County



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Engineering & Capital Projects Division

WHEREAS, the Principal under the terms of the Contract agrees to replace and/or repair without cost to the Owner any damage or imperfections due to faulty labor or materials incorporated in said work, including the landscaping, for a period of one (1) year, from and after the date of completion and acceptance by Owner of the work contracted to be performed.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if Principal shall well and truly perform and complete in all its parts of the work described in said Contract within the time and in the manner therein specified and shall, for a period of one (1) year from the date of the work contracted to be performed is completed and accepted by Owner, replace and repair any and all defects arising in said work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in said Contract on the part of the Principal to be kept, performed and complied with within the time and manner therein specified and shall truly and fully comply with all guarantees required in said Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner, to perform and fully complete the work mentioned and described in said Contract, pursuant to the terms, conditions and covenants thereof, if for any cause, said Principal fails or neglects to so perform and fully complete said work; the said Surety further agrees to commence said work within twenty (20) days after notice thereof from the Owner, and to fully complete the same with all due diligence and in accordance with the contract documents.

Further, Surety for value received, hereby stipulates and agrees that no prepayment or delay in payment and no change, extension, addition or alteration of the work or any provision of the Contract or in the plans, profiles, detailed drawings, specifications, and no extension of time and no forbearance on the part of the Owner shall operate to release or exonerate the Surety upon this bond, and consent thereto without notice to or consent by Surety is hereby given, and Surety hereby waives provisions of any law relating thereto. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the Owner; and that the due execution and delivery hereof is condition precedent to liability on the part of the Owner, on said above mentioned Contract. It is further understood and agreed that this bond is made in compliance with NRS 339.025 and all acts amendatory thereof and supplemental thereto; and that all benefits therein set forth inure to the benefits of the Owner.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seals, this _____ day of _____, 20____.

PRINCIPAL: _____

By _____

(Note: Signature to be notarized)

Type: _____

Washoe County



COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

Title: _____

State of Nevada Contractor's License # _____ Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Surety:

By: _____

Name of Surety

(Note: signature to be notarized)

Type: _____

Attorney-in-Fact

Amount of Bond Premium (to be filled in by the Surety Company):

\$ _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

Surety' Licensed Nevada Resident Agent:

Company Name

Address

Telephone

Washoe County



COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

By: _____

(Note: Signature to be notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public



Washoe County

COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

HAZARD COMMUNICATION PROGRAM CONTRACTOR COMMUNICATION FORM

To meet the requirements of the OSHA Hazard Communication Standard, information regarding the hazards of chemicals or compounds brought to the project site must be exchanged between the Department and the Contractor. This form is designed to satisfy those communication requirements.

Project Name/Location: " _____ "

Contractor: _____

Subcontractor: _____

Nature of work to be completed: _____

Effective date: Start of construction through the Notice of Acceptance.

Chemical Used or Storage

<u>At Project in Work Area</u>	<u>Required Precautions</u>	<u>Emergency Actions</u>
--------------------------------	-----------------------------	--------------------------



Washoe County

COMMUNITY SERVICES DEPARTMENT

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All chemical (compounds) containers must be labeled with the name of the chemical and the hazards of that chemical. Detailed information regarding the hazards and protective measures for all chemicals found at this project can be found in the "MATERIAL SAFETY DATA SHEETS" for those chemicals and are collected in a binder labeled "WCCSD HAZARD COMMUNICATION" located in the office of Washoe County Community Services Department.

The Prime Contractor is responsible to ensure that their employees and the employees of any subcontractor are informed of the information provided here.

Before contract work can begin, the Prime Contractor must provide the Department with complete "MATERIAL SAFETY DATA SHEETS" for all chemicals brought to the work area by the Prime Contractor. All containers must be labeled with chemical name and hazard information.

Examples, but not a complete list, of chemicals requiring "MATERIAL SAFETY DATA SHEETS": Painting materials, drywall compounds, concrete hardener, caulking, ceramic tile bedding, vinyl tile adhesive, cleaning compounds, etc.

CONTRACTOR'S SIGNATURE

DATE



Washoe County

COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

EXHIBIT A

PUBLIC WORKS CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS

TMFPD STATION 39 REMODEL

4000 JOY LAKE ROAD, WASHOE COUNTY, NV

INTRODUCTION

COUNTY has established specific indemnification, insurance, and safety requirements for public works construction contracts to help assure that reasonable insurance coverage is purchased and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that CONTRACTOR accepts and is able to pay for the loss or liability related to its activities.

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665. IF ANY APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property or injury to CONTRACTOR'S employee, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the



Washoe County

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Engineering & Capital Projects Division

performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

CONTRACTOR must either defend COUNTY or, upon determination that the work performed by CONTRACTOR was negligent in any manner or that CONTRACTOR failed to perform any duty set forth in this Agreement, pay COUNTY'S costs related to the investigation and defense of any claim, demand, action, or cause of action.

If COUNTY'S personnel are involved in defending such actions, CONTRACTOR shall reimburse COUNTY for the time spent by such personnel at the actual cost incurred by COUNTY for such services.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, Automobile Liability, Property Insurance and Professional Insurance as described below. The cost of such insurance shall be included in the CONTRACTOR'S bid.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with certificates of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and all subcontractors.

If CONTRACTOR or Subcontractor is unlicensed and is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived



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for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627(2).

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage covering "Any Auto". No aggregate limits may apply.
3. Professional Errors and Omissions as required by Risk Manager, \$N/A.

DEDUCTIBLES AND SELF-INSURED RETENTIONS



Washoe County

COMMUNITY SERVICES DEPARTMENT

Engineering & Capital Projects Division

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. COUNTY, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees, or volunteers.
- d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



Washoe County

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Engineering & Capital Projects Division

2. Property Coverages

CONTRACTOR shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to COUNTY. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by COUNTY. CONTRACTOR shall provide boiler and machinery insurance coverage or other forms of property insurance as appropriate for the project. If the project is in a flood plain, COUNTY reserves the right to require flood coverage at CONTRACTOR'S expense. Losses paid under any property insurance policy or policies shall be paid directly to COUNTY by the insurer(s).

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be



Washoe County

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Engineering & Capital Projects Division

addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed, or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONTRACTOR under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;



Washoe County

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Engineering & Capital Projects Division

- b. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof; or,
- c. Terminate the Agreement.

SAFETY PROGRAM

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

- 1. All employees on the work site and all other persons who may be affected thereby.
- 2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
- 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. CONTRACTOR shall comply with OSHA'S Hazard Communication Standards.



Washoe County

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CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the Owner and the Engineer.



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EXHIBIT B

Current Prevailing Wage Rates can be viewed at:

http://www.laborcommissioner.com/prevailing_wage/2016/WASHOE.pdf

Exhibit A

**PUBLIC WORKS CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS
TMFPD STATION 39 REMODEL
4000 JOY LAKE ROAD, WASHOE COUNTY, NV**

INTRODUCTION

COUNTY has established specific indemnification, insurance, and safety requirements for public works construction contracts to help assure that reasonable insurance coverage is purchased and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that CONTRACTOR accepts and is able to pay for the loss or liability related to its activities.

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE COUNTY RISK MANAGEMENT DEPARTMENT DIRECTLY AT (775) 328-2665. IF ANY APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property or injury to CONTRACTOR'S employee, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

CONTRACTOR must either defend COUNTY or, upon determination that the work performed by CONTRACTOR was negligent in any manner or that CONTRACTOR failed to perform any duty set forth in this Agreement, pay COUNTY'S costs related to the investigation and defense of any claim, demand, action, or cause of action.

If COUNTY'S personnel are involved in defending such actions, CONTRACTOR shall reimburse COUNTY for the time spent by such personnel at the actual cost incurred by COUNTY for such services.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

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CONTRACTOR shall purchase Industrial Insurance, General Liability, Automobile Liability, Property Insurance and Professional Insurance as described below. The cost of such insurance shall be included in the CONTRACTOR'S bid.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to

provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with certificates of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and all subcontractors.

If CONTRACTOR or Subcontractor is unlicensed and is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627(2).

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

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3. Professional Errors and Omissions as required by Risk Manager, \$N/A.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the COUNTY Risk Manager prior to the change taking effect.

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1. General Liability and Automobile Liability Coverages

- a. COUNTY, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by

COUNTY, its officers, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees, or volunteers.

d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Property Coverages

CONTRACTOR shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to COUNTY. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by COUNTY. CONTRACTOR shall provide boiler and machinery insurance coverage or other forms of property insurance as appropriate for the project. If the project is in a flood plain, COUNTY reserves the right to require flood coverage at CONTRACTOR'S expense. Losses paid under any property insurance policy or policies shall be paid directly to COUNTY by the insurer(s).

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

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SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed, or supervised by CONTRACTOR.

2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONTRACTOR under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.

SAFETY PROGRAM

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. CONTRACTOR shall comply with OSHA'S Hazard Communication Standards.

CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the Owner and the Engineer.

Search Results

- Your search results represent the broadest set of records that match your search criteria. You may get entity registration records that are still in progress or have been submitted, but not yet activated. Check the status of each record.
- Of note, some entities choose to opt out of public display. Even if they are registered in SAM, you will not see their entity registration records in a public search. You can only see them if you log in as Federal Government user.
- You can refine your search results. If you used the Quick Search, select the search filters on this page. If you used one of the Advanced Search options, select the Edit Search button.
- If you want to perform a new search, use the Clear button to remove your current search results. If you are logged in with your SAM User Account, you can save your search criteria to run again later using the Save Search button.
- **NOTE:** Please read this important message when searching for exclusion records.

Current Search Terms: houston* Smith* construction* Inc.*

[Clear Search](#)

TOTAL RECORDS: 0

[Save PDF](#)[Export Results](#)[Print](#)

Result page 0 of 0

Sort by **Modified Date**Order by **Descending**[Glossary](#)

FILTER RESULTS

No records found for current search.

By Record Status

☒ Active☒ Inactive

By Record Type

☐ Entity Registration☐ Exclusion[Apply Filters](#)

[Search Results](#)

[Entity](#)[Exclusion](#)

[Search Filters](#)

[By Record Status](#)[By Record Type](#)

Result page 0 of 0

[Save PDF](#)[Export Results](#)[Print](#)

SCHEDULE OF DRAWINGS

A0.0	TITLE AND SITE PLAN
A1.0	EXTERIOR REPAIR PLAN
A2.0	EXTERIOR ELEVATIONS REPAIR NOTES
A3.0	EXISTING & DEMOLITION FLOOR PLANS
A4.0	REMODEL PLAN & INTERIOR ELEVATIONS
A5.0	MECH. RM. ADDITION
A6.0	COLOR & MATERIALS SCHEDULE
M1.1	MECHANICAL PLAN & DETAILS
P1.1	PLUMBING SCHEDULE & DETAILS
P2.1	WASTE & VENT PIPING & SUPPLY PLANS
E1.0	ELECTRICAL SYMBOLS & SINGLE LINE DIAGRAM
E1.1	ELECTRICAL SPECIFICATIONS
E1.2	LIGHTING COMPLIANCE
E2.0	ELECTRICAL DEMOLITION PLAN
E3.0	LIGHTING & POWER PLAN



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date:

Fire Chief _____
Finance _____
Legal _____
Risk Mgt. _____
HR _____

DATE: July 7, 2016
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Discussion and possible approval of the annual performance evaluation for Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals, and objectives. (All Commission Districts)

SUMMARY

This item is the annual performance evaluation for the Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals, objectives. The annual performance evaluation is requirement as stated in the Employment Agreement.

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

PREVIOUS ACTION

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

On October 28, 2014, the Board of Fire Commissioners approved Amendment No. 1 to the Employment Agreement between Truckee Meadows Fire Protection District Board of Fire Commissioners and Employee, which expires June 30, 2018.

On March 15, 2016 the Board approved a list of evaluators for a 360 evaluation of the Fire Chief and directed that the evaluation be distributed.

BACKGROUND

This item is the annual performance evaluation of the Truckee Meadows Fire Protection District Fire Chief for the period of April 2, 2015 through April 2, 2016. A 360 evaluation was prepared by County HR. Questions were reviewed by the Chair and the survey was distributed and compiled by County HR.

The Fire Chief's Employment Agreement Paragraph 7 is copied here for the Board's reference.

7. EVALUATIONS

A. The TMFPD Board of Fire Commissioners, with Employee's input, agrees to adopt priorities and expectations for Employee and the Board agrees to do so each year thereafter so long as this Agreement is in effect. The Board's adoption of priorities and expectations for Employee shall coincide with Employee's evaluation as provided in Paragraph B below. The priorities and expectations may be added to or deleted as the TMFPD Board may from time to time determine, in consultation with Employee.

B. Each year prior to or as near as possible to the anniversary date of this Agreement, the TMFPD Board of Fire Commissioners will review and evaluate Employee's performance in accordance with the provisions of the Open Meeting Law. Employee shall contact the Chair of the Board at least 30 days in advance of his anniversary date to schedule the evaluation. The evaluation shall be based upon priorities and expectations as developed as provided in Paragraph A above. The evaluation process will be jointly developed and mutually agreed upon by Employer and Employee.

The evaluation is attached to this staff report.

FISCAL IMPACT

There is no fiscal impact to this item.

RECOMMENDATION

It is recommended for possible approval of the annual performance evaluation for Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals, objectives.

POSSIBLE MOTION

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

"I move to approve the annual performance evaluation for the Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals, objectives"

360-Degree Performance Survey Results

for

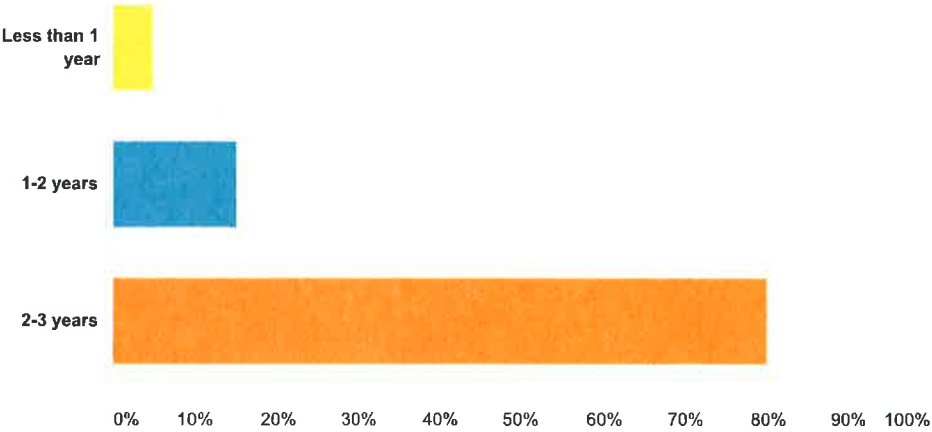
**Charles A. Moore, Fire Chief
Truckee Meadows Fire Protection District**

June 27, 2016

June 27, 2016

Q1 How long have you worked with this employee?

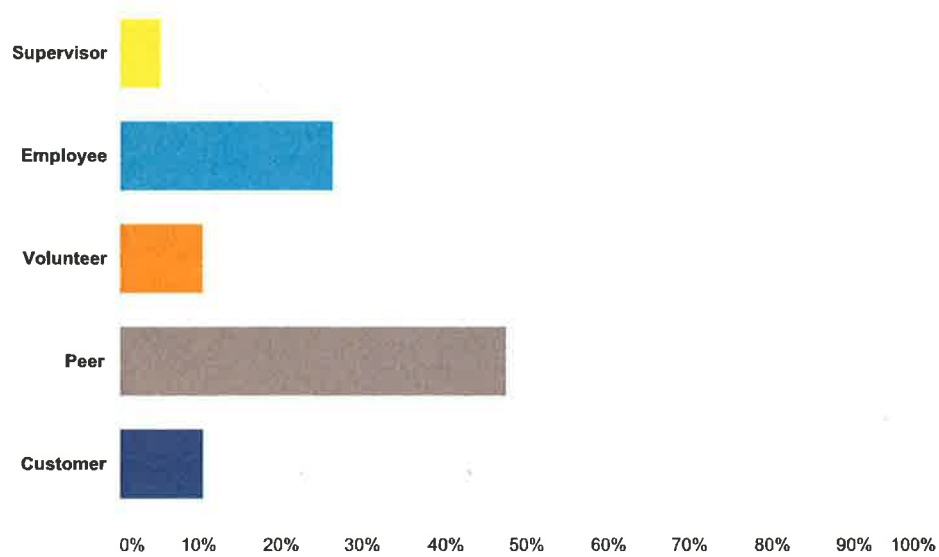
Answered: 20 Skipped: 1



Answer Choices	Responses	
<input type="checkbox"/> Less than 1 year	5.00%	1
<input type="checkbox"/> 1-2 years	15.00%	3
<input type="checkbox"/> 2-3 years	80.00%	16
Total		20

Q2 What is your relationship to this employee?

Answered: 19 Skipped: 2

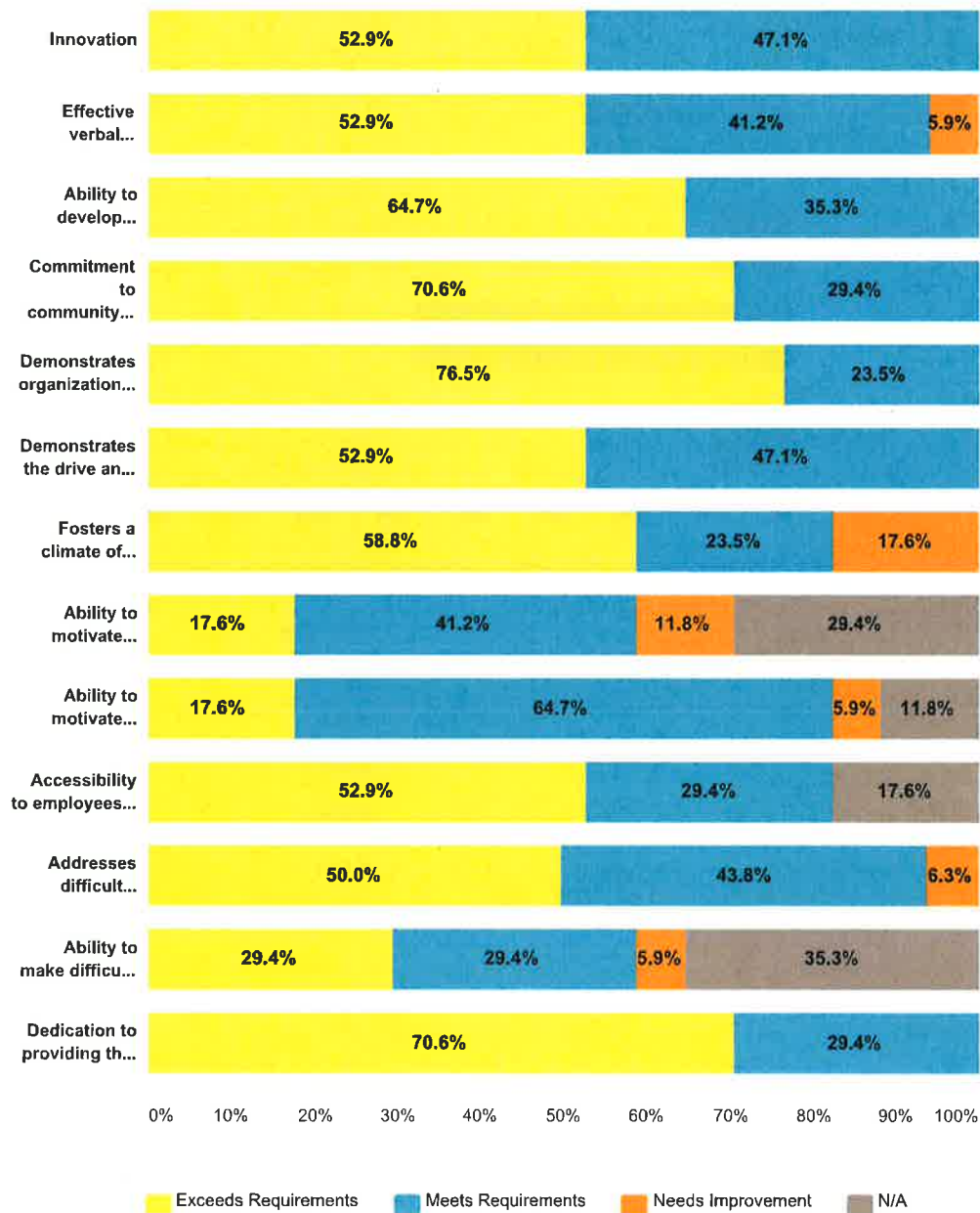


Answer Choices		Responses	
Supervisor		5.26%	1
Employee		26.32%	5
Volunteer		10.53%	2
Peer		47.37%	9
Customer		10.53%	2
Total			19

#	Other (please specify)	Date
1	Union president	6/24/2016 9:46 AM
2	He is my customer.	6/10/2016 8:40 AM

Q3 LEADERSHIP: Select the appropriate rating for each skill.

Answered: 17 Skipped: 4



	Exceeds Requirements	Meets Requirements	Needs Improvement	N/A	Total	Weighted Average
Innovation	52.9%	47.1%	0.0%	0.0%	17	1.47
Effective verbal communication	52.9%	41.2%	5.9%	0.0%	17	1.53

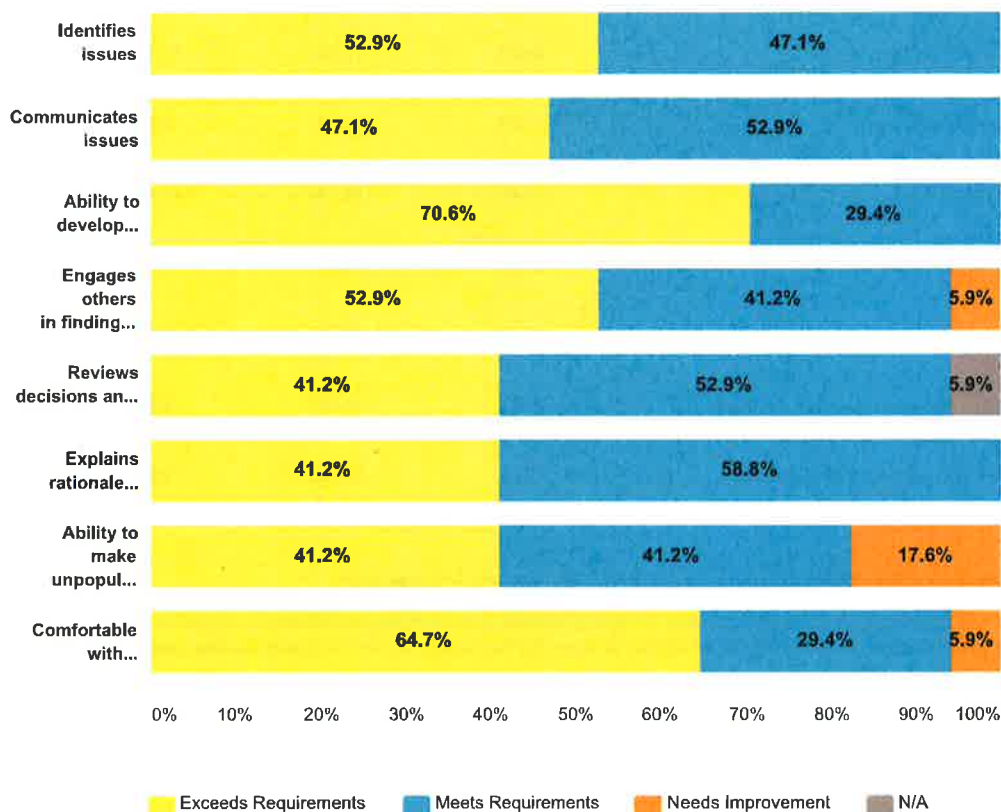
2016 TMFPD Fire Chief, Charles Moore - Feedback Survey

Ability to develop creative solutions	64.7% 11	35.3% 6	0.0% 0	0.0% 0	17	1.35
Commitment to community service	70.6% 12	29.4% 5	0.0% 0	0.0% 0	17	1.29
Demonstrates organizational commitment	76.5% 13	23.5% 4	0.0% 0	0.0% 0	17	1.24
Demonstrates the drive and energy to achieve established goals	52.9% 9	47.1% 8	0.0% 0	0.0% 0	17	1.47
Fosters a climate of cooperation	58.8% 10	23.5% 4	17.6% 3	0.0% 0	17	1.59
Ability to motivate employees	17.6% 3	41.2% 7	11.8% 2	29.4% 5	17	1.92
Ability to motivate volunteers	17.6% 3	64.7% 11	5.9% 1	11.8% 2	17	1.87
Accessibility to employees, volunteers	52.9% 9	29.4% 5	0.0% 0	17.6% 3	17	1.36
Addresses difficult issues	50.0% 8	43.8% 7	6.3% 1	0.0% 0	16	1.56
Ability to make difficult decisions regarding employees	29.4% 5	29.4% 5	5.9% 1	35.3% 6	17	1.64
Dedication to providing the highest quality customer service	70.6% 12	29.4% 5	0.0% 0	0.0% 0	17	1.29

#	Comments: Provide details of Success and/or Needs Improvement in this category.	Date
1	Continued collaboration with regional and other fire agency partners including Automatic Aid with the City of Reno Fire along with the settlement of the lawsuit with the City of Reno. The Succession Plan for the District has been started to plan ahead for the future.	6/23/2016 6:40 PM
2	He is a valuable regional leader who always promotes public safety and collaboration.	6/21/2016 4:44 PM
3	Chief Moore is extremely collaborative both internally and externally. My team works with him on a weekly basis and his accessibility is extremely helpful in our ability to get work done.	6/20/2016 2:40 PM
4	Until recently, outside influences and politics dominated his time. Now he finally has the opportunity to focus internally, and I believe the items that currently meet requirements will exceed requirements within the next year. He is taking us in a good direction.	6/17/2016 4:51 PM
5	Chief Moore has made it one of his tasks to work with outside agencies to achieve the means to meet the needs of the public he serves.	6/14/2016 12:29 PM
6	My experiences with Chief Moore have been on a peer-to-peer level and I have found him to be very collaborative, innovative and resilient. I find his abilities to be well above average and he has excelled in the midst of difficult odds at re-establishing the TMFPD and he has done it very well.	6/13/2016 5:00 PM

Q4 PROBLEM-SOLVING & DECISION-MAKING : Select the appropriate rating for each skill

Answered: 17 Skipped: 4



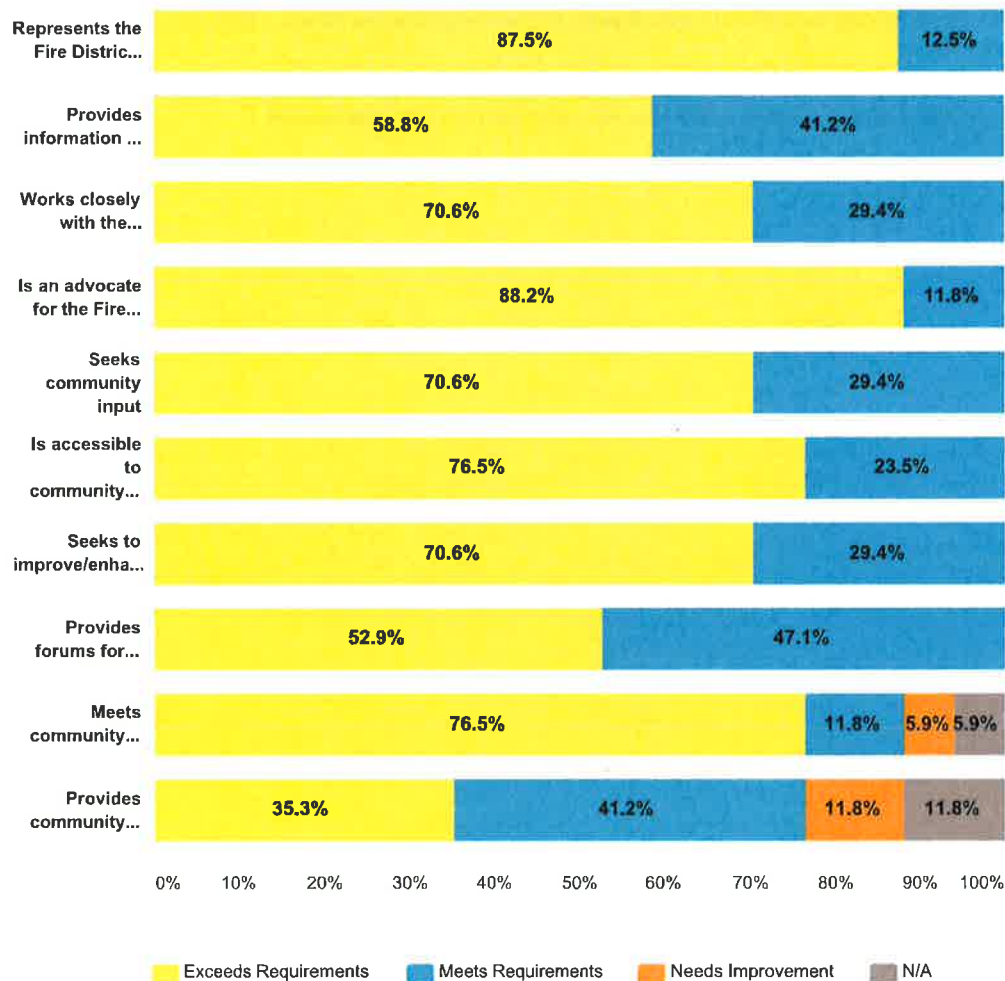
	Exceeds Requirements	Meets Requirements	Needs Improvement	N/A	Total	Weighted Average
Identifies issues	52.9% 9	47.1% 8	0.0% 0	0.0% 0	17	1.47
Communicates issues	47.1% 8	52.9% 9	0.0% 0	0.0% 0	17	1.53
Ability to develop creative solutions and problem solving strategies	70.6% 12	29.4% 5	0.0% 0	0.0% 0	17	1.29
Engages others in finding solutions	52.9% 9	41.2% 7	5.9% 1	0.0% 0	17	1.53
Reviews decisions and revises plans if necessary	41.2% 7	52.9% 9	0.0% 0	5.9% 1	17	1.56
Explains rationale behind decisions	41.2% 7	58.8% 10	0.0% 0	0.0% 0	17	1.59
Ability to make unpopular decisions and communicate rationale	41.2% 7	41.2% 7	17.6% 3	0.0% 0	17	1.76
Comfortable with change/uncertainty, shows flexibility, adaptability and teamwork	64.7% 11	29.4% 5	5.9% 1	0.0% 0	17	1.41

2016 TMFPD Fire Chief, Charles Moore - Feedback Survey

#	Comments: Provide details of Success and/or Needs Improvement in this category.	Date
1	He has navigated difficult situations and developed solutions in the best interests of the organization.	6/21/2016 4:44 PM
2	Chief Moore consistently helps my team with communicating sometimes difficult and/or unpopular decisions and it's always done with complete transparency.	6/20/2016 2:40 PM
3	He's been on shifting sand the time he's been here, and I think he's done a good job of keeping balance given the atmosphere. He is a collaborator, and sometimes is eager to accommodate to keep another party happy when he needs to say no. Now that the District is on steadier ground and he's not having to play defense, I believe we will see less of that.	6/17/2016 4:51 PM
4	Chief Moore has in my opinion displayed exemplary ability to address complex issues, make difficult decisions and stay the course in the face of great difficulties. He is very professional and a highly creative leader.	6/13/2016 5:00 PM

Q5 COMMUNITY RELATIONS: Select the appropriate rating for each skill.

Answered: 17 Skipped: 4



	Exceeds Requirements	Meets Requirements	Needs Improvement	N/A	Total	Weighted Average
Represents the Fire District in a positive manner	87.5%	12.5%	0.0%	0.0%	16	1.13
	14	2	0	0		
Provides information and education on issues	58.8%	41.2%	0.0%	0.0%	17	1.41
	10	7	0	0		
Works closely with the community to address issues	70.6%	29.4%	0.0%	0.0%	17	1.29
	12	5	0	0		
Is an advocate for the Fire District	88.2%	11.8%	0.0%	0.0%	17	1.12
	15	2	0	0		
Seeks community input	70.6%	29.4%	0.0%	0.0%	17	1.29
	12	5	0	0		
Is accessible to community members to address issues and concerns	76.5%	23.5%	0.0%	0.0%	17	1.24
	13	4	0	0		

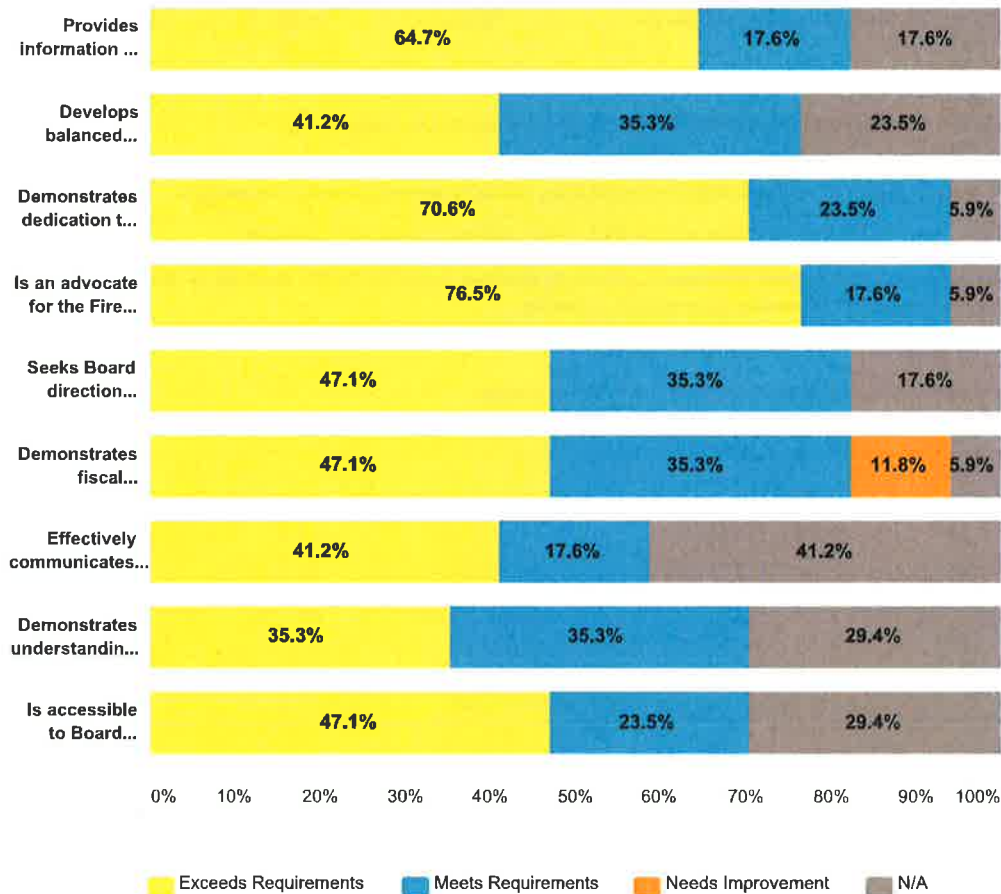
2016 TMFPD Fire Chief, Charles Moore - Feedback Survey

Seeks to improve/enhance service delivery to community	70.6% 12	29.4% 5	0.0% 0	0.0% 0	17	1.29
Provides forums for community to inform/engage	52.9% 9	47.1% 8	0.0% 0	0.0% 0	17	1.47
Meets community expectations for fire and fire based EMS service delivery	76.5% 13	11.8% 2	5.9% 1	5.9% 1	17	1.25
Provides community outreach and fire prevention programs for schools, families	35.3% 6	41.2% 7	11.8% 2	11.8% 2	17	1.73

#	Comments: Provide details of Success and/or Needs Improvement in this category.	Date
1	The District's EMS service delivery is excellent. A new BC position has been created to provide more support the EMS Program. Needs include more staff positions for fire prevention division to deliver more community outreach.	6/23/2016 6:40 PM
2	Without question, Chief Moore is a visible advocate for fire suppression and safety of the community.	6/21/2016 4:44 PM
3	Having enough resources for public information is consistently a struggle, not just for TMFPD. Hopefully we can work with the District and have pool resources for outreach assistance.	6/20/2016 2:40 PM
4	He is very accessible and accommodating to the public.	6/17/2016 4:51 PM
5	Chief Moore regularly attends CAB meetings to reach out to the public.	6/14/2016 12:29 PM

Q6 BOARD RELATIONS: Select the appropriate rating for each skill.

Answered: 17 Skipped: 4



	Exceeds Requirements	Meets Requirements	Needs Improvement	N/A	Total	Weighted Average
Provides information and education on issues	64.7%	17.6%	0.0%	17.6%	17	1.21
	11	3	0	3		
Develops balanced assessment of policy options	41.2%	35.3%	0.0%	23.5%	17	1.46
	7	6	0	4		
Demonstrates dedication to the Fire District	70.6%	23.5%	0.0%	5.9%	17	1.25
	12	4	0	1		
Is an advocate for the Fire District	76.5%	17.6%	0.0%	5.9%	17	1.19
	13	3	0	1		
Seeks Board direction regarding issues and challenges	47.1%	35.3%	0.0%	17.6%	17	1.43
	8	6	0	3		
Demonstrates fiscal responsibility	47.1%	35.3%	11.8%	5.9%	17	1.63
	8	6	2	1		
Effectively communicates with individual board members	41.2%	17.6%	0.0%	41.2%	17	1.30
	7	3	0	7		

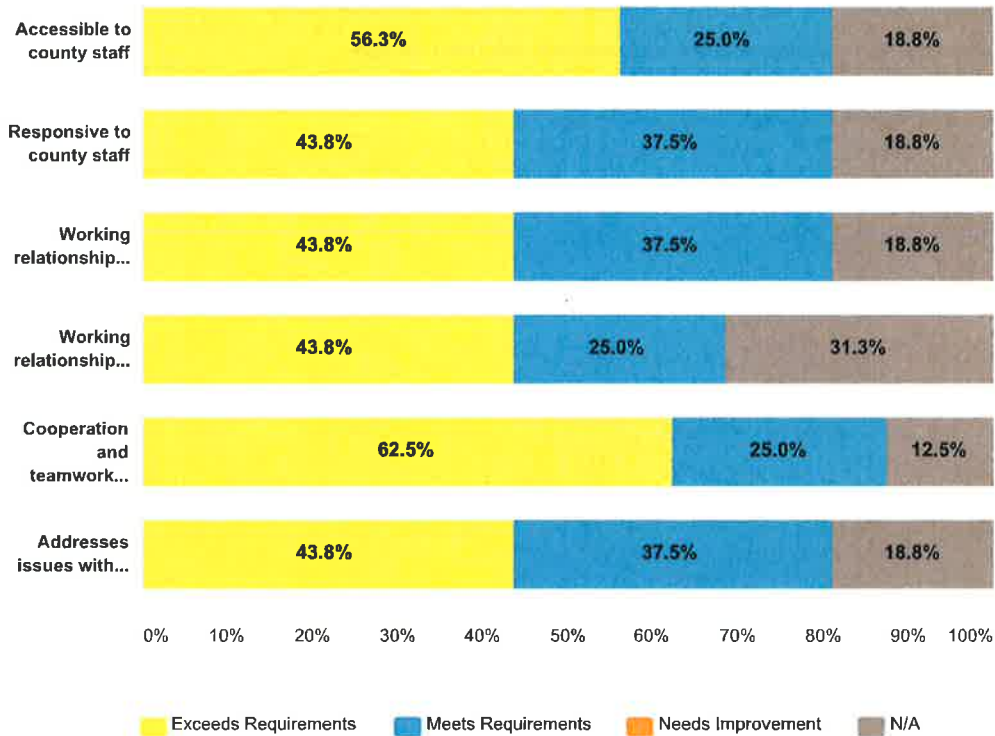
2016 TMFPD Fire Chief, Charles Moore - Feedback Survey

Demonstrates understanding between policy versus operational issues	35.3%	35.3%	0.0%	29.4%		
	6	6	0	5	17	1.50
Is accessible to Board Members	47.1%	23.5%	0.0%	29.4%		
	8	4	0	5	17	1.33

#	Comments: Provide details of Success and/or Needs Improvement in this category.	Date
1	Continue to develop our image in the region and state utilizing the elected officials outreach. Ask for Board Members support at the legislature for decisions related to annexation which impacts the District's funding.	6/23/2016 6:40 PM
2	His relationship with the Commission appears to be a strength, which helps the region.	6/21/2016 4:44 PM
3	Chief Moore is training a staff member to coordinate messaging on Board days. We continue to see coverage and success of producing TMFPD Board meeting news releases.	6/20/2016 2:40 PM

Q7 RELATIONSHIP WITH OTHER COUNTY DEPARTMENTS: Select the appropriate rating for each skill.

Answered: 16 Skipped: 5



	Exceeds Requirements	Meets Requirements	Needs Improvement	N/A	Total	Weighted Average
Accessible to county staff	56.3%	25.0%	0.0%	18.8%	16	1.31
	9	4	0	3		
Responsive to county staff	43.8%	37.5%	0.0%	18.8%	16	1.46
	7	6	0	3		
Working relationships with other county, state or federal fire agencies	43.8%	37.5%	0.0%	18.8%	16	1.46
	7	6	0	3		
Working relationship with other agencies such as animal control, Washoe County Sheriff, Washoe County School District, Department of Emergency Management	43.8%	25.0%	0.0%	31.3%	16	1.36
	7	4	0	5		
Cooperation and teamwork with other agencies	62.5%	25.0%	0.0%	12.5%	16	1.29
	10	4	0	2		
Addresses issues with other agencies	43.8%	37.5%	0.0%	18.8%	16	1.46
	7	6	0	3		

#

Comments: Provide details of Success and/or Needs Improvement in this category.

Date

1

Always rises to the occasion and is a true partner in public safety.

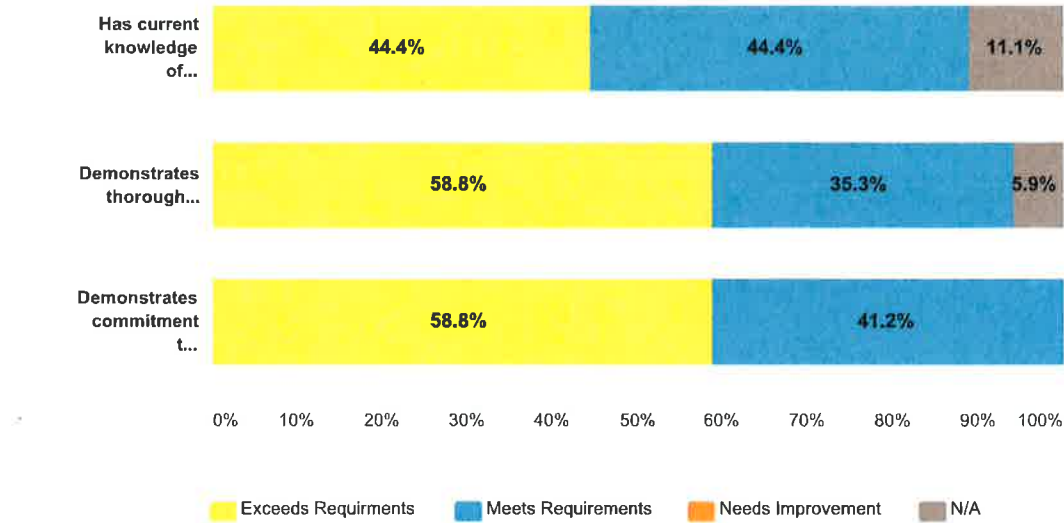
6/21/2016 4:44 PM

2016 TMFPD Fire Chief, Charles Moore - Feedback Survey

2	Chief Moore demonstrates a great ability to communicate, particularly during a crisis situation. Recently he demonstrated this during the Hawken Fire near Caughlin Ranch, as he provided quick and timely updates to citizens and media during a very chaotic fast moving fire.	6/20/2016 2:40 PM
3	Chief Moore has worked well with the Tribal agencies within the county.	6/14/2016 12:29 PM

Q8 PROFESSIONAL KNOWLEDGE: Select the appropriate rating for each skill.

Answered: 18 Skipped: 3



	Exceeds Requirements	Meets Requirements	Needs Improvement	N/A	Total	Weighted Average
Has current knowledge of national trends and advances	44.4%	44.4%	0.0%	11.1%	18	1.50
	8	8	0	2		
Demonstrates thorough knowledge of current fire and EMS services operations	58.8%	35.3%	0.0%	5.9%	17	1.38
	10	6	0	1		
Demonstrates commitment to enhance professional knowledge and capability	58.8%	41.2%	0.0%	0.0%	17	1.41
	10	7	0	0		

#	Comments for "Has current knowledge of national trends and advances"	Date
1	Serves as mentor to County Staff.	6/21/2016 4:44 PM
#	Comments for "Demonstrates thorough knowledge of current fire and EMS services operations"	Date
1	Actives demonstrates an impressive depth of knowledge,	6/21/2016 4:44 PM
2	the Chief has started a Paramedic Engine program to enhance medical services to the community.	6/14/2016 12:29 PM
#	Comments for "Demonstrates commitment to enhance professional knowledge and capability"	Date
1	Leads by example and promotes fire education.	6/21/2016 4:44 PM

Q9 VISION & PLANNING: Please provide your comments regarding this skill particularly as it relates to the Strategic Planning Process.

Answered: 7 Skipped: 14

#	Responses	Date
1	Improve internal communications to ensure full and accurate information is available including an improved internal and external website for the District.	6/23/2016 6:40 PM
2	Understands the strategic management process and communicates a vision for the future.	6/21/2016 4:44 PM
3	CM is very strategic and focussed on building a sustainable Fire District in both the TMFPD financial plan and the overall WC strategic plan.	6/20/2016 2:15 PM
4	The strategic planning went well, and I am happy to see the progress on the mentorship program so soon. He engages participants on input and really listens and factors in the information he's receiving.	6/17/2016 4:51 PM
5	Charlie Moore is a true asset to Washoe County. If I were asked to name one individual who is an outstanding example of a real professional who puts the needs of the county and its citizens at the top of his priority and then executes his job in an absolutely outstanding manner, it would have to be Charlie Moore. If we had more dedicated "leaders" in Washoe County who performed to the level which Charlie does, we would be leaps and bounds above where we are today. Let's move in that direction.	6/17/2016 11:05 AM
6	I have not read the county Strategic Plan so I cannot answer this question fairly.	6/14/2016 12:29 PM
7	It is my observation that Chief Moore very much took on the re-establishment of the TMFPD and he had not only the experience and know-how, he had a vision and plan. I believe Chief Moore does a very good job of visioning and planning for the organizations success and future.	6/13/2016 5:00 PM

2016 TMFPD Fire Chief, Charles Moore - Feedback Survey

Q10 Please recommend key areas for development during the next rating period.

Answered: 6 Skipped: 14

#	Responses	Date
1	Continue the good political relationship with County Commissioners and the great relationships with residents of the District who are proud to have TM as their fire department. And to recognize the dedicated employees are the greatest strength of the District.	6/23/2016 6:47 PM
2	Relationships with citizen volunteers and demonstration of appreciation for sacrifices made and time spent in service to the District in addition to their family, community activities, and careers.	6/21/2016 4:46 PM
3	Organizational communication is improving already. Continuing with an internal focus. Board support is key for him to be able to do his job. They've become more cohesive and that permeates through the organization.	6/17/2016 4:53 PM
4	Continuing to perform at the current level will be a real feat of accomplishment.	6/17/2016 11:06 AM
5	Chief Moore should continue to excel in his working relationships with other agencies so that we can all continue to grow.	6/14/2016 12:30 PM
6	This is a difficult area for me to evaluate not having day-to-day interactions.	6/13/2016 5:01 PM

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this 15th day of March, 2012, by and between the Truckee Meadows Fire Protection District Board of Fire Commissioners, hereinafter referred to as "TMFPD" or "Employer", and Charles Moore, an individual, hereinafter referred to as "Employee", both of whom do hereby agree as follows:

WHEREAS, Employer in a public meeting held on February 28, 2012, expressed its desire, following interviews of several candidates, to appoint Moore as its Fire Chief and directed TMFPD staff to negotiate the terms of the instant agreement with Moore; and

WHEREAS, TMFPD staff met with Moore on February 29, 2012, to negotiate the terms of the instant agreement; and,

WHEREAS, it is the desire of TMFPD to provide certain benefits, and to describe certain conditions of employment, and working conditions of Employee as set forth herein; and,

WHEREAS, it is the desire of Moore to accept employment as Fire Chief of TMFPD as set forth herein,

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

1. DUTIES OF EMPLOYEE

TMFPD hereby appoints Employee and Employee agrees to serve as Fire Chief for the TMFPD and as such will perform the duties and have the responsibilities as set forth by law, and to perform other legally permissible and proper duties as the Board of Fire Commissioners shall from time to time assign. The effective date of this Agreement shall be April 2, 2012 .

2. TERM AND TERMINATION

A. TERM

This Agreement is effective for three years beginning April 2, 2012, and terminating at 11:59 p.m. April 1, 2015, unless sooner terminated at the will of Authority or Employee as provided herein.

B. TERMINATION BY EMPLOYEE

Employee may terminate this agreement at any time for any reason by giving 30 days notice. TMFPD may pay Employee up to 30 days pay and benefits in lieu of the notice and require immediate termination of employment. Employee shall not be entitled to severance pay of any kind should Employee terminate the agreement.

C. TERMINATION BY EMPLOYER

Employer may terminate this Agreement at any time and for any reason with or without cause by giving 30 days notice. Employer may, at its sole option, pay Employee up to 30 days salary in lieu of the notice and require immediate termination of employment. Except as described herein, Employee shall be entitled to 6 months' salary only as severance pay, which shall be in addition to the aforementioned 30 day in lieu of notice payment for immediate termination of employment.

Employee shall not be entitled to severance pay if Employer terminates Employee, in part or in total, for conviction of a crime other than a misdemeanor traffic citation not involving alcohol or drugs, or if Employee engages in conduct which constitutes a violation of law or policy governing the conduct of public officers. Nor shall Employee be entitled to severance pay at the conclusion of the term of this Agreement.

D. DUTIES AND RIGHTS UPON TERMINATION

Upon termination of employment, Employee shall (i) immediately cease doing any business of the Employer, (ii) leave the premises and (iii) return all equipment, files, documents, keys, identification cards, credit cards, and property belonging to Employer. If Employee is given pay in lieu of notice as described above, Employee shall remain available for consultation during the pay in lieu period.

3. SALARY

Employee shall be paid a gross salary of \$126,500.00. On each anniversary of the effective date of this Agreement, the Board shall consider Employee's performance and may award an increase in pay to Employee.

Employee, as an exempt employee under the Fair Labor Standards Act, shall not be entitled to overtime pay.

The annual salary of Employee may be adjusted by a vote of the Board consistent with the cost-of-living adjustment provided to all other unclassified and non-represented employees of the District. In addition, following the evaluation conducted pursuant to Paragraph 7 below, Employee's salary may be increased for merit by up to 5% of Employee's then current salary.

4. BENEFITS

Employee's compensation and benefits shall not be reduced at any time during the term of this Agreement except (i) to the degree that TMFPD requires an across the board reduction of salaries; (ii) if Employee is incapacitated and cannot perform his duties hereunder and has exhausted available leave; or (iii) as a result of disciplinary action for professional malfeasance, violation of law, or violation of the policies or directives of Employer.

5. EXCLUSIVE EMPLOYMENT

Employee agrees that in the absence of approval in advance, the TMFPD shall be his sole employer and that Employee shall not engage in any other employment of any kind, including independent contractor work. Employee may consult with his most recent previous employer until December 2012. Employee warrants that any such consulting will not occur during regular business hours or otherwise interfere with the performance of his duties as Fire Chief of TMFPD.

6. RETIREMENT

Employer shall pay the employee's contribution to the Nevada Public Employees Retirement System (PERS) in the same fashion as unclassified, non-represented employees of the District. Any increases or decreases in the PERS contribution rate to Employer are shared equally by the Employer and the Employee as described in NRS 286.421 and as dictated by the PERS System.

Employee understands and agrees that his classification as a "regular" or "police/fire" member of the PERS system will be determined by PERS alone, that the District has no ability or duty to alter or challenge any such determination, and Employee agrees to abide by any such determination by PERS.

Both Parties agree that should Employee be determined to be a "police/fire" member of PERS that contribution rates will be adjusted retroactively if allowed by PERS. Both Parties agree that PERS' failure to allow a retroactive payment will not result in a duty to pay additional compensation or retirement payment of any kind.

7. EVALUATIONS

A. The TMFPD Board of Fire Commissioners, with Employee's input, agrees to adopt priorities and expectations for Employee and the Board agrees to do so each year thereafter so long as this Agreement is in effect. The Board's adoption of priorities and expectations for Employee shall coincide with Employee's evaluation as provided in Paragraph B below. The priorities and expectations may be added to or deleted as the TMFPD Board may from time to time determine, in consultation with Employee.

B. Each year prior to or as near as possible to the anniversary date of this Agreement, the TMFPD Board of Fire Commissioners will review and evaluate Employee's performance in accordance with the provisions of the Open Meeting Law. Employee shall contact the Chair of the Board at least 30 days in advance of his anniversary date to schedule the evaluation. The evaluation shall be based upon priorities and expectations as developed as provided in Paragraph A above. The evaluation process will be jointly developed and mutually agreed upon by Employer and Employee.

8. VEHICLE AND USE

Employee will be issued a District vehicle and Employee may use the vehicle in accordance with District policy.

9. NOTICES

When required by the Agreement, notice by Employee shall be in writing and shall be by personal service on the Chair of the TMFPD Board of Fire Commissioners, or sent by regular mail to the Chair, in which case notice shall be deemed effective on the date of mailing.

When required by the Agreement, notice by Employer shall be by personal service on Employee, or sent by regular mail to Employee, in which case notice shall be deemed effective on the date of mailing.

10. HEALTH INSURANCE:

Employer shall pay 100% of Employee premium and, should Employee elect dependent coverage, Employer shall pay 50% of the premium for such coverage.

11. LIFE INSURANCE:

Employer will purchase \$25,000 of life insurance for Employee.

12. LEAVE:

A. Employee shall accrue 120 hours per year of sick leave at a rate of approximately 4.615 hours per pay period.

B. Eligibility for paid vacation begins (6) months from date of employment with the Truckee Meadows Fire Protection District. Vacation time is earned on a graduated basis:

0 - 3 Years	96 Hours
3 - 5 Years	136 Hours
5 - 10 Years	152 Hours
10 - 15 Years	176 Hours
15 - 20 Years	192 Hours
20 + Years	200 Hours

No more than 240 hours of vacation leave may be carried forward at the end of the calendar year.

C. Employee shall be entitled to 11 paid Holidays per year pursuant to NRS 236.015.

D. Employee shall not be entitled to Comp time.

13. PROFESSIONAL DEVELOPMENT

A. To the extent allowed by law and as may be consistent with the Employer's budget and travel ordinance, Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue official and other functions of Employer, in an amount to be determined solely by the TMFPD.

B. To the extent allowed by law and as may be consistent with the Employer's budget and travel ordinance, Employer, also agrees to budget and to pay for the travel and subsistence expenses of employee for short course, institutes, and seminars for his professional development and for the good of the Employer, in an amount to be determined solely by the TMFPD. The Employer agrees to pay for reasonably necessary required emergency medical technician or paramedic certification expenses. All reasonably required safety equipment shall be provided at the expense of the employer.

14. LABOR RELATIONS

Employee shall not have the ability to enter into "side agreements" with any of the Labor Associations recognized by the TMFPD.

15. WAIVER

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement

16. APPLICABLE LAW AND EXCLUSIVE FORUM

The Parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The Parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

17. 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.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and may only be modified by a written amendment signed by the Parties hereto.

19. AMENDMENT

This Agreement may only be modified in a writing signed by all Parties hereto and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 15th day of March, 2012.

EMPLOYEE

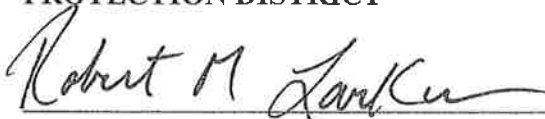


Charles Moore

3.15.12

Date

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

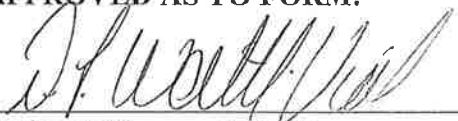


Chairman

3-15-2012


Date

APPROVED AS TO FORM:



Assistant District Attorney
Deputy

ATTEST:



Washoe County Clerk



AMENDMENT NO. 1

**EMPLOYMENT AGREEMENT BETWEEN TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT BOARD OF FIRE COMMISSIONERS
AND CHARLES MOORE**

This Amendment to the EMPLOYMENT AGREEMENT dated March 15, 2012 by and between the Truckee Meadows Fire Protection District Board of Fire Commissioners hereinafter referred to as "TMFPD" or "Employer" and Charles Moore, hereinafter referred to as "Employee" is made and entered effective October 28, 2014, both of whom do hereby agree as follows:

WHEREAS, Employer in a public meeting held on June 24, 2014 expressed its desire, following an evaluation of Employee, to extend the term of the EMPLOYMENT AGREEMENT dated March 15, 2012 (hereinafter "EMPLOYMENT AGREEMENT") for three (3) years; and,

WHEREAS, Employer in a public meeting held on October 28, 2014 acted to increase the salary of the Employee by 5% retroactive to April 2, 2014; and,

NOW THEREFORE, with full incorporation of all recitals set forth above, it is agreed between the parties to amend the Interlocal Agreement as follows:

1. Paragraph 2. (A) of the EMPLOYMENT AGREEMENT is amended to read as follows:

2. **TERM AND TERMINATION**

- A. **TERM**

This Agreement is effective until 11:59 p.m. June 30, 2018 unless sooner terminated at the will of the Employer or Employee as provided herein.

2. Paragraph 3 of the EMPLOYMENT AGREEMENT shall read in its entirety as follows:

3. **SALARY**

- A. **SALARY**

Employee's salary shall be equal to the gross amount of the Employee's current salary as of April 2, 2014 plus 5%. Such increase shall be paid retroactively to April 2, 2014. On each anniversary of the effective date of this Agreement, the Board shall consider Employee's performance and may award an increase in pay to Employee.

Employee, as an exempt employee under Fair Labor Standards Act, shall not be entitled to overtime pay.

The annual salary of Employee may be adjusted by a vote of the Board consistent with the cost-of-living adjustment provided to all other unclassified and non-represented employees of the District. In addition, following the evaluation conducted pursuant to Paragraph 7, Employee's salary may be increased for merit by up to 5% of Employee's then current salary.

B. UNIFORM ALLOWANCE

Employee shall receive a uniform allowance retroactive to July 1, 2014 and thereafter in the amount of \$1,000.00 annually, payable in two (2) equal semi-annual installments on the first payday in July and the first payday in January.

3. Paragraph 4 of the EMPLOYMENT AGREEMENT shall read in its entirety as follows:

4. All other terms and conditions of the Employment Agreement dated March 15, 2012 remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

EMPLOYEE


Charles Moore

10.30.14
Date

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


David Humke, Chair

11-4-14
Date

ATTEST:


Nancy L. Pount
Washoe County Clerk

APPROVED AS TO FORM:


Assistant District Attorney