### **BOARD OF FIRE COMMISSIONERS**

Bob Lucey, Chair Marsha Berkbigler, Vice Chair Kitty Jung 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.

<u>Tuesday, March 21, 2017</u>

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.

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

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

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

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

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

- 9:00 am \*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. 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).
  - 5. Consent Items:
    - A. Approval of minutes from the February 21, 2017 meeting.
    - B. Review, discussion and possible approval of an agreement to retain Eide Bailly LLP to perform independent audit services for Truckee Meadows Fire Protection District for the Fiscal Year 16/17 in an amount not to exceed \$31,590.
  - \*6. I.A.F.F. Local 3895 Report
  - \*7. Presentation of Award by VFW Post 10053, Scott Wilcox
    - Firefighter of the Year: Brian Paquette
    - Paramedic of the Year: Noekeef Henry
  - \*8. Presentation of a donation to the Truckee Meadows Firefighters Foundation by VFW Post 10053, Scott Wilcox
  - 9. Discussion and direction to staff regarding 2017 Nevada Legislative Session and other legislative issues proposed by legislators, or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Truckee Meadows Fire Protection District.

- \*10. Introduction of new Employees
  - Dillon Lowe, Firefighter Paramedic
  - Richard Norgrove, Firefighter Paramedic
  - Shane Parker, Firefighter Paramedic
  - Chase Perham, Firefighter Paramedic
  - Brent Roberts, Firefighter Paramedic
  - Austin Stowe, Firefighter Paramedic
- 11. A. Discussion and possible direction to staff on the Fire Chief Report to include the following items related to fire district operations:
  - 1. Volunteer Program Status
  - 2. Deputy and Division Chief Recruitment Status
  - 3. Verdi Fire Protection Update
  - 4. Automatic and Mutual Aid Update
  - B. Career Statistics and Report for January 2017
  - C. Volunteer Statistics and Report for January 2017
- 12. Discussion and possible action to approve the Truckee Meadows Fire Protection District Five Year Buyout of Workers' Compensation Claims for Fiscal Year 11/12 in the amount of \$1,548,404.50 per the Reno-TMFPD Interlocal Agreement and to authorize the execution of a resolution transferring \$25,000 from the Truckee Meadows Fire Protection District General Fund Contingency Account to the Workers' Compensation Fund and to use that transfer to augment the District's Fiscal Year 16/17 Workers' Compensation Fund Budget in the amount of \$25,000 for the purpose of paying the five year buyout of workers' compensation.
- 13. Discussion and action on a Resolution transferring the net position of \$616,544 from and subsequently eliminating the District's Health Benefits Internal Service Fund to the District's general fund account in accordance with the approved Fiscal Year 16/17 budget.
- 14. Discussion and possible approval to purchase three (3) new Fire Prevention Vehicles in accordance with Nevada State Contract Bid 8475 in the amount of \$29,762.25 per vehicle and to approve additional modifications and equipment for each estimated at \$25,000.
- 15. Discussion and possible approval to staff to advertise and solicit bid proposals for Truckee Meadows Fire Protection District for the equipment purchase of one (1) fourwheel drive ambulance.
- 16. Discussion and possible approval of a proposal to enter into and purchase a Software License Agreement and Support Agreement in the amount of \$32,500 for CODE3SIMULATOR software with Levrum, Inc.
- 17. Discussion and possible approval or modification of a list of evaluators for a 360 degree evaluation for the Fire Chief's annual performance review and direction to staff to develop a survey and distribute the survey to the evaluators.

- 18. Possible Closed Session for the purpose of discussing labor issues with Truckee Meadows Fire Protection District per NRS 288.220.
- \*19. 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).
- \*20. 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)

TUESDAY 9:00 a.m. FEBRUARY 21, 2017

PRESENT:

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

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

The Board convened at 9:04 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:

17-016F AGENDA ITEM 3 Public Comment.

There was no response to the call for public comment.

17-017F <u>AGENDA ITEM 4</u> Commissioners'/Fire Chief's announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda.

Fire Chief Charles Moore reported a recent avalanche; one vehicle was partially trapped and the occupants were rescued. Commissioner Berkbigler directed Chief Moore to bring back a report about the number of firefighters who were trained as Emergency Medical Technicians (EMTs) by the fire department. Chair Lucey requested a proclamation in memory of former Sierra Fire Protection District (SFPD) Chief Mike Greene.

### **CONSENT ITEMS**

17-018F 5A Approval of minutes from the January 17, 2017 meeting.

**5B** Discussion and possible approval of the renewal for a supplemental Employee Assistance Program through the ESI Group for District employees and dependents at an estimated cost of \$3,472.00 for 2017 Calendar year.

17-020F

5D Recommendation to approve extra work authorizations in the amount of \$40,350 for Civil Design Services between Truckee Meadows Fire Protection District and CFA, Inc. to provide professional services as defined in Attachment A of the extra work authorizations dated September 12, 2016 and January 25, 2017 and to authorize future Extra Work Authorization not to exceed 10% of the current approved contract

There was no public comment on this item.

Fire Chief Charles Moore stated Agenda Item 5C included minor changes and referenced a handout of the changes, which was placed on file with the Clerk. Because the Commissioners had not reviewed the changes, Agenda Item 5C was pulled from the Consent Items.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that the Consent Agenda Items 5A, 5B, and 5D be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A, 5B, and 5D are attached hereto and made a part of the minutes thereof.

17-021F

<u>5C</u> Discussion and possible approval of Memorandum of Understanding (MOU) outlining the interpretation and applicability of Article's 42(F)(2) in the existing Collective Bargaining Agreement between Truckee Meadows Fire Protection District and Truckee Meadows Firefighters Association I.A.F.F. Local 3895 and authorize Fire Chief Charles Moore to execute said MOU.

David Watts-Vial, Legal Counsel, stated there had been a dispute over the meaning of a term and the process in place. Through a grievance resolution process, the parties came to an agreement with the language in the handout. He stated the issue was about making sure employees were subject to both State and the District's internal certification processes in order to receive payment. When asked by Commissioner Hartung about the exact percentage, Mr. Watts-Vial responded the firefighters argued they had a group of employees entitled to an additional 6 percent of their base pay while the District argued they were entitled to 3 percent. To resolve the grievance, it was decided the internal certification process would be required for the 6 percent. Additionally, a process was created to assist firefighters who had not passed the internal certification process, and those firefighters who did not pass would be entitled to only 3 percent. Chief Moore added it was only applicable to about five employees.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that the Consent Agenda Item 5C be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Item 5C are attached hereto and made a part of the minutes thereof.

### 17-022F AGENDA ITEM 6 I.A.F.F. Local 3895 Report

John Sieben, representative from the International Association of Firefighters (IAFF) Local 3895, provided three updates. The Truckee Meadows Fire Association and Foundation raised almost \$3,000 for the victims of the Little Valley Fire with a pancake breakfast. He thanked the South Valley volunteers, the Truckee Meadows Community Paramedic and Firefighter Academy, and current and retired Truckee Meadows Firefighters. He promoted the 5th Annual Guns and Hoses Golf Tournament and hoped to bring their total amount raised to over \$100,000; the proceeds would go to The Children's Cancer Foundation. He announced 11 firefighters had returned from Firehouse World, a conference in San Diego, where they learned the latest techniques and received training.

There was no public comment or action on this item.

17-023F

AGENDA ITEM 7 Discussion and direction to staff regarding 2017 Nevada Legislative Session and other legislative issues proposed by legislators, or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Truckee Meadows Fire Protection District to include, but not limited to, supporting Senate Bill 60 (SB,60) which revises provisions governing Medicaid payments for ground emergency medical transportation, and Senate Bill 67 (SB67), which revises certain provision related to fire safety requirements, and authorize the Fire Chief to testify if deemed necessary.

Fire Chief Charles Moore explained Senate Bill 60 (SB60) related to fire departments transporting Medicaid patients to a hospital. He indicated the Truckee Meadows Fire Protection Department (TMFPD) transported three patients on behalf of the Regional Emergency Medical Services Authority (REMSA). He stated that, although the opportunity would be rare, the bill would allow them to charge costs greater than Medicare's base reimbursement amount. He stated SB67 was a bill about fire sprinklers that applied mainly to southern Nevada but he noted he would support it if asked. He distributed a handout regarding SB128 that was place on file with the Clerk and explained the bill would give a Board of County Commissioners the option to not fund the County Fire Department. He stated the bill had not been to committee nor had there been any testimony on it. He recommended the Board allow him to testify on SB60, SB67, and monitor SB128 for any impacts to the District.

Chair Lucey asked Commissioner Berkbigler if, in her capacity as legislative liaison, any of those bills had been heard by committee, to which she and Chief Moore replied they had not. When asked by Chair Lucey if the Board could wait to take a position on those bills, Chief Moore said certainly. Commissioner Berkbigler opined there was no reason not to take a position on the bills if they were supportive, but if the bills changed, the Board would need to discuss further.

On motion by Commissioner Berkbigler, second by Commissioner Jung, it was ordered to support SB 60 and SB 67 in the forms presented to the Board, which motion duly carried on a 5-0 vote.

There was no public comment on this item.

Commission Hartung inquired about AB32, the bill about using minimal pesticides without having a license, saying it would affect the Fire District. Chief Moore said he had not been following it but stated it was their practice to call an exterminator for any pest infestations. He added they had a company on a maintenance contract to periodically spray and trap insects. Chief Moore stated Commissioner Hartung's scenario of spraying turnouts for bedbugs would be applicable to the bill and that bedbugs could be a potential problem. Chair Lucey directed Chief Moore to follow AB32.

### **FIRE CHIEF REPORT**

17-024F

<u>8A</u> Discussion and possible Direction on the Fire Chief Report to include the following related to fire district operations: Volunteer Census and Program Status; Succession Planning; Verdi Fire Protection Water.

Fire Chief Charles Moore spoke about a conversation he had with Dean Dow, President of the Regional Emergency Medical Services Authority (REMSA), who mentioned he was looking for more fixed base outside the downtown Reno area. Mr. Dow considered having an ambulance next to Station 17. Chief Moore supported the idea and intended to further study the topic so it could be presented to the Board. They also discussed a fixed base in Verdi at volunteer Station 351 that Chief Moore had been considering rehabbing or rebuilding due to its lack of amenities. He expressed Mr. Dow was interested in co-developing another station to base an ambulance in Verdi, though that could be a two or three year solution.

Chief Moore mentioned there were 64 volunteers with seven additional people in their reservist program but stated it was difficult to recruit new volunteers. He estimated less than 10 percent of people interested in volunteering actually completed the programs to become full volunteers. He announced they had staffed four volunteers in Verdi, three in Lemmon Valley, and others in the South Valleys. He said the reason many people fell away during the volunteer transition was because they could not pass the physical. He claimed the Occupational Safety and Health Administration (OSHA) training was only about 80 hours but that the structural firefighting training could take 260 hours and most volunteer firefighters never got on the hose line because career staff would typically arrive first. He concluded it was difficult to get people to dedicate such time when they would rarely use those skills. He stressed volunteers would be needed for three things: to deliver water tenders and air trucks, to provide rehabilitation, and to participate in wildland incidents.

Chief Moore addressed a news story about the volunteer recognition event and the criticism of the cost for it, but based on the positive feedback he received he felt it was money well spent. He debunked a story about volunteers being required to return gift cards that Commissioner Hartung had donated. He announced another volunteer recruitment in the spring and hoped for an operational volunteer force of 50 individuals and a support force of 50 people. He commended the Truckee Meadows Fire Protection District (TMFPD) volunteers for their dedication during the flood event.

Commissioner Hartung asked if volunteers in Wadsworth were tracked and Chief Moore said they were not tracked because they were volunteers of the Paiute Tribe and not of the TMFPD. When asked by Mr. Hartung if volunteers received anything for completing 260 hours of training, Chief Moore said they did not. Commissioner Berkbigler asked of the eight volunteers in Verdi how many actually lived in Verdi, to which Chief Moore replied one or two. He mentioned predictable events like flooding and wind advisories were easier to respond to, though he admitted it could take them a while to arrive. Commissioner Berkbigler expressed concern over volunteers living far from their station. Chief Moore had asked Verdi residents if they would volunteer and four people raised their hands; he needed them to drive water tenders. He added the training for that was less but they would need to pass a physical and have the proper motor vehicle endorsements.

Chair Lucey noted the majority of the 70 volunteers provided service in the North Valleys while another large portion served the South Valleys. He pointed out many paid firefighters began as volunteers and felt it was a great place to start. He wanted the Board to continue their support of the volunteers in the South and North Valleys because of their community outreach. He stated all 19 volunteers in the South Valleys lived there and assumed the same could be said for the North Valleys; he called Verdi an anomaly in that respect. He sought to support those volunteers but made it clear they would need to adhere to certain standards and maintain the equipment given to them. He referenced the October 13th recruitment in the report, saying 50 people contacted them with interest, less than half attended, less than 1/10th applied, and none transitioned into being a volunteer. He questioned whether there was something wrong with the orientation or if there was a changing dynamic about volunteerism.

Commissioner Jung requested the Chief's report be redone in a dashboard style with different colors to make the various tasks easier to discern. She asked if the recruitment efforts included several tactics: targeting fire science classes, asking professors to encourage students, or putting up flyers at colleges. She encouraged the District to work with Human Resources (HR) to set up booths at job fairs because she felt young people were the target audience for volunteers. She noted one problem with volunteers was they were not professionalized which could put people in danger. She suggested working with Nancy Leuenhagen, Communications Director, and her staff to reach that target audience. She advocated visiting fire safety and Emergency Medical Technician (EMT) classes at Truckee Meadows Community College (TMCC) to emphasize the career benefits of volunteering. Chief Moore mentioned they had attended the North Valley High School career fair and had about a dozen students who were interested. Commissioner Jung urged Chief Moore to send young firefighters to those events.

Commissioner Hartung suggested offering small stipends when volunteers completed the training and for completing additional trainings. He noted they did something similar with the Planning Commission and the Board of Adjustment. Chief Moore stressed, though recruitment numbers were down, productivity was up. He hoped to build up the roster of volunteers with enthusiastic people and projected it could be a two-year project to do so. Chair Lucey asked to look at the budget to see if there were tax dollars available to offer stipends to volunteers.

Chief Moore remarked the succession planning had stalled due to the reorganization of his management staff, but he stated they were planning on hiring a Deputy Chief and a Division Chief of Emergency Medical Services (EMS) and Training. He said they were considering a captain's academy since good captains made good battalion chiefs and eventually good fire chiefs. He expected his management staff vacancies to be filled by May and referenced a chart illustrating the proposed structure of the department. Chair Lucey asked if Chief Moore was recruiting for the Deputy Chief position or if he was planning to hire from within. Chief Moore replied they had recruited for one month and received 37 applications for Deputy Chief and 21 for Division Chief of EMS. They hired Emergency Services Consulting International (ESCI) to review the applicants, who had narrowed the pool down to 12-16 good candidates for Deputy Chief and 10 for Division Chief of EMS. This would be further narrowed down to a finalist pool from which they would fill the two positions; he expected it to be completed by the end of April 2017. Upon question by Chair Lucey, Chief Moore responded the Fire Officer for Strategic and Volunteers responsibilities would be handled by the new EMS Chief. He anticipated having members of the International Association of Firefighters (IAFF) Local 3895 be involved in the interview process for the two positions and welcomed the Commission to weigh in as well. Commissioner Jung advised Commissioners should not be giving hiring input because they did not have the necessary expertise.

Chief Moore spoke about the Verdi fire and recalled in March of 2012 the City of Reno cancelled mutual aid agreements with the Sierra Fire Protection District (SFPD) and the TMFPD, leaving Washoe County to protect the area between Caughlin Ranch and Verdia The only station that could protect both areas was dilapidated and the County didn't own the land so they built Station 35 in Mogul. The response time of that station during the Verdi fire was just more than 8 minutes. He stated the four things needed to put out a fire were firefighters, tools and equipment, access to the fire, and water. In the Verdi fire, they could only bring in 750 gallons of water on the truck and 3,000 gallons on a tanker from Station 351. He showed an overhead graphic of the home that caught fire. He alleged at the time of the 911 call the house was already 50 percent on fire. He said in rural areas the typical process was to bring water where there was not access to fire hydrants. The day of the Verdi fire was a red flag day, it was 97 degrees, the house was substantially on fire on arrival, and there were other buildings nearby that had to be protected from spreading fire. He admitted it took a while to get additional water tenders and establish a water supply from a canal half a mile away. He said the Incident Commander had to determine how much water to use on the structure and how much to conserve to protect nearby structures. He agreed with the Commander's choice to conserve water to protect the surrounding neighborhood.

Chief Moore questioned how to develop more water resources in rural areas, which comprised 25 percent of their coverage zone. He contended the expected service levels in rural, suburban, and urban areas would need to be different given the availability of resources like fire hydrants. When asked by Commissioner Hartung if the home that suffered the fire was on a well, Chief Moore assumed it was. He showed a map on the overhead projector of the area's fire hydrant locations and reported roughly half the homes in Verdi had close access to fire hydrants. He stated the presumption was Reno would ultimately end up annexing much of Verdi and that might be when municipal water infrastructure would be built. Due to the cost of trenching, he estimated bringing in a water supply would cost roughly a million dollars per mile. He distributed a rural water supply study, which was placed on file with the Clerk. Commissioner Hartung questioned if there was a way to hook up firefighting equipment to a domestic well and Chief Moore replied a well would not produce enough water.

Chief Moore reviewed the study that outlined water options. He highlighted a recommendation for additional water tenders and declared his disapproval of the water tender on which the Verdi Volunteer's Association insisted because only three people in the department that were qualified to drive it. If the agenda item was approved, they would replace that water tender by the end of the month. He also desired to have additional water tenders added to South Valley if they could find people to drive them, which would increase the water brought to an initial response to 8,000 gallons. He advocated for a community cistern that could be prefilled to hold around 50,000 gallons of water, though he questioned if would be funded by the TMFPD, citizens, grants, or some combination thereof. He speculated each cistern could cost \$200,000 each.

Commissioner Berkbigler asked if the firefighters that served several different stations could be stationed at Station 35, to which the Chief replied it was an option. He replied to her query about the closest fire station to Verdi saying Station 11 was the closest but did not have great access to the interstate, and that Station 19 did not have firefighting capability. Station 10 was next closest but did not appear on the map; Station 35 was far but had close access to the highway. Chief Moore located the burned Verdi house on the map.

Commissioner Herman expressed concern about the immediate problems and stated building cisterns would take time. She suggested utilizing contractors to drive trucks with additional water. Mark Foree, General Manager of Truckee Meadows Water Authority (TMWA), had told her development would continue in the area and she added it would be beneficial to have more water tenders. Commissioner Jung inquired if a fourth person could be added to a nearby station just to drive the water truck. Chief Moore0 replied it had been discussed to add another firefighter to Station 15 in Sun Valley and that they would use forthcoming data software to run an analysis of the pros and cons of putting an extra person there.

Commissioner Jung cautioned issues like fire hydrants and water ingress needed to be addressed during planning and development stages. She felt the County should not be in the business of residential development especially since many areas ended up being annexed. Chief Moore touted the department's frequent success at extinguishing structure fires when there were no hydrants nearby. He alleged this particular fire was difficult because of how widespread it was when they arrived; having more water tenders may not have helped. He stated a home equipped with fire sprinklers would not have seen as big a loss as that house. The ideal water supply would be municipal water, followed by water tenders, then cisterns. Commissioner Jung claimed it would be too onerous to require owners to install sprinkler systems but suggested it could be a prerequisite for new construction to have them. Chief Moore agreed it would be very expensive.

When asked by Commissioner Berkbigler about the cause of the fire, Chief Moore relayed the Sparks Fire Marshall's conclusion that it was started by oily rags left on the deck and it spread because of a fresh coat of linseed oil. Chair Lucey urged Chief Moore to place a fourth member at station 35 and to have a water tender available as temporary solutions.

On the call for public comment, Jim Sievers, Verdi resident, stated he was happy to hear some of the concerns that had been voiced were being acted upon. He said there was no guideline that mutual aid should only be called for severe emergencies and asked why mutual aid was not called in this instance. He alleged a single company could not provide enough coverage. He said Verdi once had 25 volunteers signed up but that number had dropped to 6 people, and the only one who could drive a water tender lived in Gerlach. He reiterated the need to staff either station 351 or 35 with a firefighter who could drive a water truck. He indicated interest rates were going up for Verdi residents yet he said fire crews were not aware of water sources in Verdi.

Frank Gonthier, resident of Verdi for 15 years, read a letter by Addie Argyris, which was placed on file with the Clerk.

Gary Cushman, Verdi resident, remarked the first people on the scene when his house had had a gas leak were volunteers, followed by the TMFPD 5-7 minutes later and NV Energy arrived 15 minutes after the TMFPD. He stressed volunteers could give updates to the fire department. He claimed water was available, citing a neighbor's swimming pool, but management did not know where it was. He added he tried to get an application to be a volunteer from the website but never received one.

Roger Puccinelli, the owner of the house that burned, said the water the fire department used came from half a mile away, but the Truckee River was only feet away and there was water in the swimming pool next door. He disagreed with the District's assertion of how much of his house was on fire; he alleged it was only the deck and the garage. When he suggested using the river water to the firefighter, he was told they did not have a pump. He stated proper equipment needed to be ordered.

Rich Loverde, architect and general contractor, spoke as a five-term member of the North Lake Tahoe Fire Protection District. He commented the solutions presented at various fire department meetings were not viable without funding, land acquisition, additional employees, and equipment. He requested a documented plan outlining response time, equipment, manpower, and identified water sources. He asserted if it had been windy that day, most of Verdi would have been burned.

Pam McNeil, member of the Ward Five Neighborhood Advisory Board (NAB), stated she understood the needs of both a county and a city. She stated the lengthy training process was a perfect solution but warned waiting for the perfect solution could hinder short-term fixes. She suggested many people did not know where to go during that fire but even without extensive training locals could have helped. She agreed with the ideas of offering stipends for volunteers and staffing the fire station with an extra person.

Carly Borchard, was heartened by the discussion and said the community was very invested in those issues. She handed in a petition signed by several hundred residents, which was placed on file with the Clerk.

17-025F 8B Career Statistics and Report for November and December 2016.

Chief Moore had nothing additional to add on this topic.

17-026F 8C Volunteer Statistics and Report for October, November and December 2016.

Chief Moore had nothing additional to add on this topic.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Items 8A through 8C be accepted.

17-027F AGENDA ITEM 9 Discussion and possible approval, acceptance and ratification of a Community Wildfire Protection Plan developed by the Arrowcreek Home Owners Association.

Fire Chief Charles Moore called the plan to outline a strategy for wildland fire mitigation critical and applauded the authors. He urged the Board to ratify it. Commissioner Berkbigler commended the plan, saying it had applicability in other areas.

On the call for public comment, Kathi Delegal thanked the Board for ratifying the plan and was pleased they would consider using it as a model. She declared three entities were jointly applying for a grant through the Nevada Division of Forestry (NDF) which would target 178 acres.

Commissioner Jung suggested there was the potential for the plan's designers to help other organizations such as the Verdi Bucket Brigade and encouraged

the two groups to talk. Chair Lucey praised Ms. Delegal's experience in grant writing and her local government background.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 9 be accepted and ratified.

When asked by Chair Lucey to have Agenda Items 10 and 11 be carried out in a block vote, Chief Moore indicated Agenda Item 11 would be pulled.

17-028F AGENDA ITEM 10 Approve the purchase of two (2) new All Poly 2000 Gallon Tanker Pumpers from Midwest Fire, 901 Commerce Road, Luverne, Minnesota in the amount of \$437,904 using the Houston-Galveston Area Council (H-GAC) cooperating purchasing program.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Harung, which motion duly carried, it was ordered that Agenda Item 10 be approved.

17-029F AGENDA ITEM 12 Possible Closed Session for the purpose of discussing labor issues with Truckee Meadows Fire Protection District per NRS 288.220.

There was no closed session.

17-030F AGENDA ITEM 13 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).

There were no comments.

17-031F AGENDA ITEM 14 Public Comment.

There was no response to the call for public comment.

\* \* \* \* \* \* \* \* \* \*

<u>10:33 p.m.</u> There being no further business to discuss, the meeting was adjourned without objection.

**BOB LUCEY**, Chair Truckee Meadows Fire Protection District

ATTEST:

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

Minutes Prepared By: Derek Sonderfan, Deputy County Clerk



### TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

# STAFF REPORT

Board Meeting Date: March 21, 2017

Fire Chief	
Finance	
Legal	
Risk Mgt.	
HR	

DATE:

March 6, 2017

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:

Review, discussion and possible approval of an agreement to retain Eide Bailly LLP to perform independent audit services for Truckee Meadows Fire Protection District for the Fiscal Year 16/17 in an amount not to exceed \$31,590. (All Commission Districts)

### **SUMMARY**

Staff seeks approval of an agreement to retain Eide Bailly LLP to perform independent audit services for Truckee Meadows Fire Protection District for the Fiscal Year (FY) 16/17 in an amount not to exceed \$31,590.

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

### **PREVIOUS ACTION**

On February 24, 2015, the Board authorized the retention of Eide Bailly LLP for the fiscal year 2015 audit.

On March 15, 2016, the Board authorized the retention of Eide Bailly LLP for the fiscal year 2016 audit.

### **BACKGROUND**

For the FY 16/17 audit, it is requested that the Board authorize the retention of Eide Bailly LLP in an amount not to exceed \$31,590. Audit Services are professional in nature and exempt from competitive bidding requirements pursuant to NRS 332.115. Per NRS 354.624, each local government is required to provide for an annual audit of financial statements by a certified public accountant registered in the State of Nevada and notify the state of this engagement by March 31<sup>st</sup> of each fiscal year.

### FISCAL IMPACT

Audit services for FY 16/17 will be funded through the District's General Fund in an amount not to exceed \$31,590.

### **RECOMMENDATION**

It is recommended that the Board of Fire Commissioners approve an agreement to retain Eide Bailly LLP to perform independent audit services for Truckee Meadows Fire Protection District for the FY 16/17 in an amount not to exceed \$31,590.

### **POSSIBLE MOTION**

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

"I move to approve an agreement to retain Eide Bailly LLP to perform independent audit services for Truckee Meadows Fire Protection District for the FY 16/17 in an amount not to exceed \$31,590."



February 27, 2017

Mr. Bob Lucey, Chair Board of Fire Commissioners Truckee Meadows Fire Protection District P.O. Box 11130 Reno, Nevada 89520

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Truckee Meadows Fire Protection District (the District), as of June 30, 2017, and for the year then ended, and the related notes to the financial statements, which collectively comprise the District's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of Funding Progress Other Post Employment Benefits
- Schedule of District's Share of Net Pension Liability, Public Employee's Retirement System of Nevada
- 5) Schedule of District's Contributions, Public Employees Retirement System of Nevada

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1) Combining and individual fund statement and schedules, including budgetary comparisons

### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. We cannot provide assurance that an unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- 1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- 2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- 3. For safeguarding assets:
- 4. For the design, implementation, and maintenance of internal control over compliance.
- 5. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities;
- 6. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- 7. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- 8. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- 9. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- 10. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets: and
- 11. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Fees and Timing**

Dan Carter is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in June 2017.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We agree that our fee for the audit will not exceed \$31,590. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

### Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to an oversight agency or its designee, and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. They may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Board of Fire Commissioners of the District the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

### **DISPUTE RESOLUTION**

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

### Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Reno, Nevada.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Either party may commence suit on a Dispute after the mediator declares an impasse.

### **INDEMNITY**

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements and/or tax return that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees (collectively "Eide Bailly"), against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

### ASSIGNMENTS PROHIBITED

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You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

respectionly,
Dan Carta
Dan Carter
Partner
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RESPONSE:
This letter correctly sets forth our understanding.
Acknowledged and agreed on behalf of Truckee Meadows Fire Protection District by:
Name:
Title:
Data



### MEMORANDUM

March 15, 2017

To: Board of Fire Commissioners

Truckee Meadows Fire Protection District

Fm: Charles A. Moore, Fire Chief

Re: Fire Chief's Report and Incident Statistics for January 2017

This report highlights fire district operations for the month of January 2017 and provides statistical summaries for career and volunteer operations and training.

Other issues to be discussed with possible action to staff include:

- Volunteer Program Status
- > Deputy and Division Chief recruitment status
- > Verdi Fire Protection Update
- > Automatic and Mutual aid update

### Volunteer Census and Program Status:

The District will be hosting an informational and recruitment meeting on March 20<sup>th</sup>, 6 pm at TMFPD Administration. We are arranging for some media coverage of the event and are actively soliciting for new members. Attached is a dashboard summary of the Volunteer Transition Plan as was requested at the previous meeting.

### Deputy and Division Chief Recruitment:

Semi-finalists for both positions will occur on April 19<sup>th</sup> and 20<sup>th</sup>. The process will identify up to three finalists for each position who will be interviewed at a future date.

### Verdi Fire Protection

Staff members are traveling to the manufacturer today to take delivery of new water tender. I expect the unit to be in the District at the day of the meeting. This unit will replace the water tender owned by Verdi Volunteer Association. That truck has 400,000 miles and is difficult to drive because of the type of transmission.

### Automatic and Mutual Aid Update:

- 1. This is a status report for the TMFPD\Sparks Fire Department Enhanced Auto Aid Project. The test map has been introduced into the test CAD and so far there have been no identified problems in the client program. The next meeting for the working group will be March 29<sup>th</sup> where we will work on the following items;
  - Complete the procedure outlining how both dispatch centers will handle the new enhanced auto aid. BOTH dispatch centers will work from a common procedure thereby reducing the chance for error.
  - Finish identifying the over-lapping areas in Districts 17 and 15 and have GIS make the new response maps for reference.
  - Identify a date that the first area will go live at both dispatches, with the possible date to be March 30, 2017. Once the first area is live for a couple of weeks and no problems arise, then the rest of the areas will be phased in over the next months with complete integration of the enhanced auto aid areas complete by June of 2017.

I will continue with status updates throughout the completion of the project, and also anticipate a complete report at the 6 month mark to ensure quality control and that the project goals are being met for both Sparks Fire Department and Truckee Meadows Fire Protection District.

2. I will be meeting with the Reno Fire Chief on March 24<sup>th</sup> to discuss and outline expansion of automatic aid protocols between TM and Reno Fire.





# **Summary Status of 68 total tasks**

Status	Total Tasks	Percentage
✓ Tasks On Schedule	4	5.9%
X Tasks Behind Schedule	7	10.3%
Tasks Completed	57	83.8%
Total	68	100%





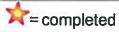
	Administration Administration	Status
1.	Clearly define and publish a new TMFPD organizational structure and chain of command that includes the volunteer personnel organizational component. Determine a volunteer rank structure that provides for effective chain of command and that integrates with the career rank structure.	*
2.	Develop a records system to capture and track volunteer demographic information, equipment issued, and other information as needed. Integrate this record to the extent possible with TMFPD training and medical exam records.	*
3.	Develop an intake process for volunteers moving to TMFPD. This process should include an intake interview. The intent is to capture:  Demographic information Current skills and qualifications Current certifications Recent training received and recorded Which functions each volunteer wishes to provide through their service	*
4.	Develop a recruitment, application, and intake process for new volunteers.	*
5.	Determine if proximity to station time limits should be in place and if so, what that time limit should be.	X
6.	Develop participation requirements for volunteers. This may include percentage of alarms answered and number of training sessions attended.	*
7.	Develop a system to recognize volunteers providing significant contribution to the system.	*
8.	Complete development of operating practices and procedures of the volunteer organizational component. Develop new policies and standard operating guidelines. Consider developing a Volunteer Handbook describing the program and operational practices as a training resource. Distribute the document to all personnel (career and volunteer) and provide training on its contents.	*
9.	Define the relationship between existing 501C3 organizations and TMFPD. Identify authorized activities in support of TMFPD and necessary communications/coordination practices. Codify any intended relationship in an operating agreement.	*
0.	Define the relationship between the Washoe County Volunteer Firefighters Association and TMFPD. Codify any intended relationship in an operating agreement.	*





	Operations	Status
1.	Evaluate the TMFPD service area to determine which volunteer stations should continue to provide all-risk services, which can move to an EMS, wildland, and/or support only role, and which could be closed and consolidated with an adjacent career or volunteer station.	*
2.	For each volunteer station, define the call types it will be dispatched to. This definition will consider:  • Distance to adjacent career stations  • Local response workload	*
3.	Identify response types that should generate a volunteer unit dispatch on initial alarm based on call type and station location.	*
4.	Determine the appropriate apparatus and equipment types for each station based on its expected utilization.	*
5.	Determine the response capabilities and skill qualifications that must be held by volunteers assigned to each station.	*
6.	Identify and define positions to be held by volunteers. Develop job descriptions for each position (i.e. Logistics, EMS, Tender Operator, Support, Wildland, All Risk)	*
7.	Develop a helmet marking, or other identification system, so that all personnel can know the qualifications of any volunteer responder. Consider developing a similar system for career staff.	X
8.	Improve the process for dispatching volunteers. Streamline the alerting system. Consider dispatching volunteers by unit designation rather than station.	1
9.	Develop procedures so that volunteers assigned to one station can respond from another station and operate equipment in that station.	*
10.	Identify the maximum number of volunteers needed by station and function.	*
11.	Determine if TMFPD wishes to support an "auxiliary" program. If so, develop necessary training, support, and communications systems.	X
12.	Improve the collection of incident information at both the career and volunteer level. Ensure that all incident activity by volunteer units is captured in NFIRS reports. Ensure that all information possible captured by Reno Dispatch is downloaded directly to Fire RMS incident records.	*



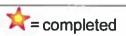


	Training Training	Status
1.	Develop a training needs assessment to guide the development and delivery of training to volunteers. This needs assessment should consider:  Information received during intake interviews  Individual skills assessments,  Individual volunteer interests  Volunteer resource deployment analysis.	*
2.	Develop training modules that define the skills and abilities, and training required for each functional role performed by volunteers as defined in the Operations section of this Transition Plan. Develop task books as appropriate. Develop skills qualification review procedures to ensure ongoing capability and to plan future training.	*
3.	Develop a schedule of training to ensure individual volunteers are qualified by certification and skills maintenance. Utilize on-duty career companies supported by training staff. Determine best times and days of week to ensure maximum availability of training for volunteers.	*
4.	Develop a new training standard for Type 1 engine crew leader.	X
5.	Develop training programs that allow volunteers to respond from other their primary station.	<b>/</b>
6.	Develop criteria to determine if special training requested by a volunteer should be approved (i.e. likelihood of use of skill). Establish procedures to define the manner in which training costs will be pre-paid or reimbursed.	1
7.	Schedule and require volunteers to attend sexual harassment, hostile workplace, substance abuse, and diversity training.	*



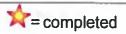


	Prevention	Status
1.	Determine risk reduction activities appropriate for volunteers.	*
2.	Develop a job description for community risk reduction volunteer.	X
3.	Identify sources of or develop training for the identified activities.	*
4.	Develop criteria describing the minimum commitment required from a volunteer.	*
5.	Recruit and select people qualified to be a risk reduction volunteers.	*
6.	Provide necessary training and orientation for new risk reduction volunteers.	*
7.	Develop a process for scheduling and monitoring volunteer activities.	*
8.	Ensure basic fire inspection and fire investigation evidence preservation is included in initial and ongoing volunteer training.	*
9.	Develop a procedure for volunteers to report fire and life safety risk concerns directly to Fire Prevention.	<b></b>
10.	Determine if the Washoe County Volunteer Firefighters Association (WCVFFA) fire safety trailer has value to TMFPD.  Develop a purchase, lease, or use agreement if appropriate. If not, determine if TMFPD wishes to contract with WCVFFA to operate the trailer or discontinue its use within the district altogether.	*



	Logistics, Fleet, and Facilities	Status
1.	Develop a standard supply inventory for each station.	*
2.	Adapt existing procedures for requesting supplies, maintenance, equipment, etc. to include volunteer stations. The system must accommodate normal non-time sensitive requests and immediate needs such as apparatus repair.	*
3.	Develop a standardized uniform policy for all career and volunteer personnel. Determine if uniforms will be issued by TMFPD or purchased by volunteers.	*
4.	Retrieve and inventory personal protective equipment (PPE) that may be stored at each volunteer station. Plan to warehouse excess PPE at a central location.	*
5.	Develop records keeping systems for uniforms, PPE and other equipment issued to individual volunteers.	<b>/</b>
6.	Develop records keeping systems for durable equipment, apparatus and other supplies issued to each volunteer station.	*
7.	Develop a quick and convenient method for volunteer station managers to report repair and maintenance needs.	*
8.	Evaluate each vehicle used by volunteers and determine if it should be retained for use in the future.	*
9.	Develop a monitoring process to ensure periodic apparatus checks are completed.	*
10.	As vehicle maintenance and repair records system upgrades are completed for career apparatus, include volunteer apparatus in new processes and procedures.	*
11.	Identify the ownership of existing volunteer fire stations.	*

	Risk Management	Status
1.	Develop a plan to provide station security during the transition phase.	*
2.	Review TMFPD's drug and alcohol policy to ensure volunteers are covered. If not, rewrite the policy to ensure volunteers are included.	*
3.	Develop a procedure that defines facilities uses by both volunteers and outside groups that are appropriate and balance risk management and service delivery needs. Provide to Risk for review and comment.	*
4.	Determine and then document in volunteer policies or procedures the extent to which loss or damage to personal items will be reimbursed by TMFPD.	*
5.	Determine and document the start and end time point for workers compensation coverage for incidents, training, and other activities.	*
6.	Ensure volunteers sign that they have received and understand the Volunteer Handbook and/or associated policies and/or procedures.	*
7.	Ensure the OSHA rights and responsibilities form is read and signed by volunteers.	*
8.	Provide all documents describing the transition and the volunteer component of TMFPD to Risk Management for review and comment.	*



	Legal	Status
1.	Research law and court cases to determine if the transition of volunteers to TMFPD creates an employee/employer relationship. Revise the program as needed to ensure this relationship is not created.	*
2.	Provide notice to 501C3s at least 30 days prior to the transition date. The notice should provide for termination of tenancy, restrictions on delivery of emergency services, coordination of community and other organization activities associated with TMFPD, and other concerns.	*
3.	Provide all documents describing the transition and the volunteer component of TMFPD to Legal for review and comment.	*
4.	Develop and execute lease or purchase agreements for 501C3 owned stations that remain of value to TMFPD.	X

	Internal and External Information	Status
1.	Develop and communicate the vision of TMFPD post-transition. Ensure all personnel, career and volunteer, fully understand what TMFPD looks like and operates like post-transition.	*
2.	Develop and communicate clear and direct expectations to both volunteer and career staff regarding the transition. The outcome of the transition should be communicated in detail. Behavioral expectations should be communicated and enforced.	*
3.	Provide regular progress updates to all personnel. Communicate both accomplishments and set-backs along with proposed course changes.	*
4.	Develop opportunities for all personnel to offer ideas and feedback on the transition activities and expected outcomes.  These opportunities should not necessarily require following normal chain of command such as periodic open meetings, suggestions blog, etc.	*
5.	Develop a joint management/career/volunteer advisory group to review plan details and report to the fire chief.	X
6.	Work with County PIO to develop public information strategy.	*



# Volunteer Program Recruitment Timeline 2017

### January and February

Promotional materials distributed to interested candidates
Advertise the message of opportunities within the Volunteer Program

### **Early March**

Distribute and post volunteer recruitment information plan
District-wide announcement for 10 days (media, social media, interviews, video messages)

### Late March

Schedule an informational meeting in evening Make selections of new volunteers Provide information regarding next steps of on-boarding

### April

Schedule station meetings and provide details of training requirements Schedule background checks and physicals

### May

Schedule Wildland Training

### June

Preparation for service, assignment to station based on District's needs

# Feel the temperature of your success.

Become a volunteer firefighter.

Truckee Meadows Fire Protection District is looking for excited volunteers to help augment our career firefighters with Wildland/Structure Firefighting, EMS and logistical assistance. We are searching for volunteers to help our local communities: Silver Lake, Lemmon Valley, Palomino Valley, Pleasant Valley, Washoe Valley, Verdi, and other neighboring areas.

We invite you to attend our Volunteer Transition meeting at TMFPD Admin Offices
1001 E. 9th St. Bldg. D, Reno, NV 89512
Monday, March 20, 2017 at 6 PM
Contact Maureen O'Brien 775-328-3605
Email: volunteerprogramlead@tmfpd.us













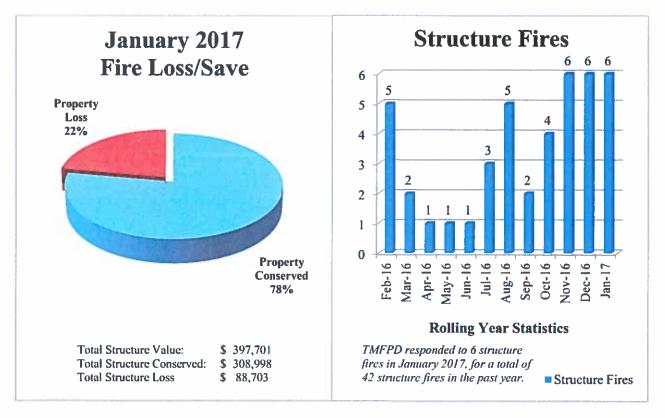
#### January 2017

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

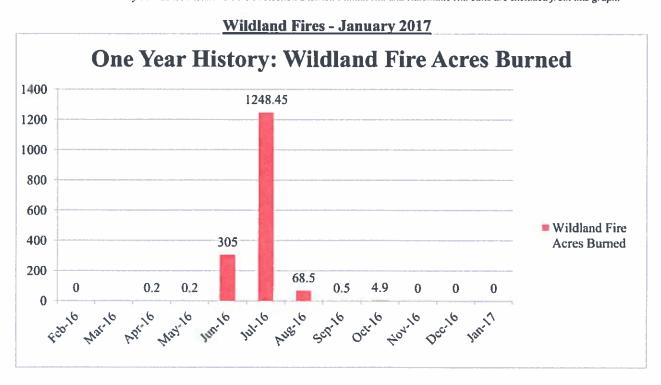
Mo	nthiy	/ Ca	il Vc	lum	e by	Stat	tion	& T	ype				
					S	TA		N/DI			Γ		
	/	14. E	1s. Comonies.	Jun Valle	17. Washoo	Johnsh S. Valley	30 Springs	N. W. 1885	36 erdicalle	37 Trowers	Anden Ch	Or Alley Fo	1831 to
INCIDENT TYPE	13	1/2	\$	70	7,	290	50	4	2	<u>ښ</u>	9	0	TOTAL
Structure Fire	2	2	4		1				- 1				10
Wildland Fire													0
Vehicle/Trash/Other Fire	1		1	i		1	110		2				6
Emergency Medical Services	39	53	152	25	113	60	10	27	35	18	15		547
Motor Vehicle Accident	6	2	11	2	8	8	15	4	3	5	6		70
Rescue	1			1		1	1				1	-	5
Haz-Mat/Hazardous Condition			6	1	3			2	3	2			17
Public Assist	10	15	11	8	9	3	10	8	4		2		80
Good Intent Call	20	7	26	9	15	7	7	9	1	30	13		144
Activated Fire Alarm		1	3	l	2		2		4		1		14
Severe Weather Related	9	5	7	5	1	6				2		1	36
Other				11/13/2								141	0
JANUARY 2017 TOTAL	88	85	221	53	152	86	45	50	53	57	38	1	929
JANUARY 2016 TOTAL	92	43	227	25	129	56	22	39	50	45	31	6	765

In the month of January 2017, the TMFPD responded to 929 incidents, for a cumulative total of 9,667 incidents in the past twelve months.

#### Fire Loss to Value Comparison - January 2017



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



In the month of January 2017, 0 acres were burned. As of December 30, 2016, 1627.75 acres burned in the past twelve months.

#### Mutual Aid Given and Received - January 2017

Mutual Aid Given & Received by Department						
DEPARTMENT	AID GIVEN	AID RECEIVED				
Bureau of Land Management	0	1 10				
California Department of Forestry	0	0				
Carson City FD	1	1				
Eastfork FD	0	0				
Nevada Division of Forestry	0	2				
North Lake Tahoe FPD	0	3				
North Lyon County FPD	0	0				
Pyramid Lake Fire	0	0				
Reno FD	6	1				
Reno/Sparks Indian Colony	0	0				
Sierra County, CA	1	0				
Sparks FD	2	3				
Storey County FPD	1	1				
Truckee Fire, CA	0	0				
US Forest Service	0	0				
TOTAL	11	11				

The TMFPD received aid 11 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:**

## Flooding – Station 37 (Hidden Valley); Plum Hollow and Pebble Beach Commission District 2

On January 8<sup>th</sup> at 03:00 hours, crews responded to multiple homes in Hidden Valley for flooding assistance. The main areas that were affected were Pebble Beach and Plum Hollow Lane. Engine companies worked with NDF hand crews to prioritize sand bagging the affected areas. Due to the increasing water levels a reverse 911 notification was sent out to the affected streets at 3:00 a.m. for voluntary evacuations. Once the water receded, the crew from E-37 assisted homeowners with removing water from their residence with a sump pump.

2 TM Engines, 1 TM Battalion Chief, 7 TM personnel, and NDF personnel responded to this incident.

## Flooding – Station 14 (Damonte Ranch); 465 Mira Drive Commission District 2

On January 8<sup>th</sup> at 10:54 hours, crews responded to a flooding report at 465 Mira Dr. On arrival, the drainage at the intersection of Toll Road and Geiger Grade was clogged and flooding into the Via Bianca neighborhood. Resources from Washoe County and the State of Nevada were requested to remove debris from the drainage and divert the water flow. WCSO assisted with evacuating 4 homes on Mira due to the water flow.

1 TM Engine, 1 TM Battalion Chief, 4 TM personnel, and NDF personnel responded to this incident.

### Flooding – Station 14 (Damonte Ranch); 3455 Quilici Ranch Road Commission District 2

On January 8<sup>th</sup> at 11:48 hours, crews responded to a reported structure fire. On arrival, the lower level of a 2500 sq. ft. residential structure was flooding. Two elderly occupants were evacuated from the residence with the assistance of WCSO. The utilities to the residence were shut off as a precaution. The source of the flooding was tracked back to the Steamboat ditch that had a breach and a large retaining pond overflowing in the area. Due to the potential of future breaching of the ditch and the pond, the area was evacuated with the assistance of WC SAR.

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

Natural Disaster/Flooding – Stations 13, 15, 17, 18 & 35 Commission Districts 1, 3, 4 & 5 Mutual Aid to NDF, Washoe County Roads, and WCSO

On January 8<sup>th</sup> and 9<sup>th</sup>, TMFPD experienced flooding due to an atmospheric river that impacted the area of Western Nevada over the course of 3-5 days. There were damage to homes, roads, and waterways district wide, and assistance was requested and utilized from Washoe County Roads, NDF, WCSO, and the EOC was activated for the duration of the event. The District responded to approximately 70 incidents during the peak flooding period.

All apparatus in the Northern Districts of the TMFPD were committed throughout the duration. The District staffed 4 extra Battalion Chiefs, 1 Engine and 1 Rescue, and all VFDs manned their stations, in addition to normal staffing.

## Structure Fire – Station 36 (Arrowcreek); 3600 Overland Drive. Story County Commission District 2 Mutual Aid given to Storey County

On January 10<sup>th</sup> at 00:32 hours, crews supplied mutual aid to Storey County for a structure fire. The response was delayed due to the road and weather conditions which included heavy snow and wind. On arrival Tender 36 was staged and the crew from Brush 36 assisted with salvage and overhaul operations. Once this assignment was completed all TM resources were released.

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

Animal Rescue – Station 16 (East Washoe Valley); 4885 Eastlake Blvd., Little Washoe Lake
Commission District 2
2 in/2 out Required
Rescue Required

On January 13<sup>th</sup> at 9:57 hours, crews responded to a possible animal on the ice near the south end of Washoe Lake. As the incident escalated, it was reported this was now an animal in the water who had fallen through the ice. Units arrived on the south end of the lake and were attempting to locate when updated information indicated the rescue was on the north end of the lake. Additional reports indicated people were in the water. A TM Battalion Chief, TM Safety Officer, and REMSA were added to the call. Upon arrival, one hunter was found on the shore, one dog unconscious on the ice edge, and one hunter stuck in chest deep mud. Crews retrieved the dog and the hunter. BATT4 transported the owner and the dog with REMSA providing care to a local veterinarian. Unfortunately, the dog was pronounced deceased upon arrival.

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

### Modular Home Fire – Station 15 (Sun Valley); 330 Stone Corral Ct. Commission District 3

On January 18<sup>th</sup> at 14:50 hours, crews responded to a reported fire at 330 Stone Corral Ct. Crews arrived on scene and reported a double wide modular home with light smoke showing from the eaves. Upon entry the crew found that a fire was located burning in the attic space over the living room. The fire was contained to the living room. The structure was not habitable due to the interior fire damage. Red Cross was requested to provide housing for 5 adults, 1 child and 4 dogs. No injuries reported during this incident and the fire was caused by the wood stove flue pipe.

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

Barn Fire – Station 13 (Stead); 10530 Trail Master Drive Commission District 5 Mutual Aid received from Reno Fire

On January 18<sup>th</sup> at 23:27 hours, crews responded to a reported barn fire at 10530 Trail Master Drive. Upon arrival, TM crews reported a 1,800 sq ft barn fully involved in fire with no exposures. Numerous farm animals where located inside the barn. A rescue was attempted, but due to the amount of fire only one horse was rescued prior to our arrival. One horse, two goats and 25 chickens perished during this incident. The barn was a total loss. No injuries reported during this incident.

4 TM Engines, 3 TM Water Tenders, TM 1 Battalion Chief, 1 Silver Lake VFD Tender and 1 Reno Fire Engine responded to this incident.

Structure Fire (RV) – Station 15 (Sun Valley); 5385 Madeiros Drive Commission District 3/5 2 in/2 out Required Automatic Aid Required

On January 26<sup>th</sup> at 22:53 hours, crews were dispatched to a structure fire with multiple reports. Upon arrival, crews found a fully involved older model Class C RV to the rear of the residence. Occupants were using the inoperable RV as a place of residence. One occupant and his dog were awaken by the smoke detector and escaped the burning RV. The fire was isolated to the RV which was a total loss. The occupants had another RV on the premises so they were not without shelter. However, Red Cross was offered to stop by the next morning to provide aid as necessary. Multiple units were initially utilized for manpower, threat of spread of fire, and aiding the dog who initially appeared to be in distress.

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

#### Training:

- EMS Obstetrical Emergencies
- EMS Medical, Ethical and Legal Issues
- Confined Space Rescue Training
- Hazard Communication
- Monthly Hazmat Drill Triad Training
- Water and Ice Rescue Training
- Completed Triad HazMat Monthly training
- Regional Avalanche Training completed.
- Recruit academy ongoing for 5 recruits in Carson
- Lateral new hire training

#### **Accomplishments:**

- Purchase new Wood Chipper
- Chipped 852 Recycled Christmas Trees
- Flood response and mitigation efforts to assist residents, including staffing the EOC
- Budget and CIP process
- Snow Removal for Hydrants in District 36 and 39



#### January 2017

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

Month	ly Ca	ll Vol	ume b	y Sta	tion &	тур.	e	and the same	a glida
				STA'	TION	/DIST	TRICT	Γ	
TMFPD VOLUNTEER RESPONSE:		233 Lake	235 J. William V. W.	W. M.	229 South South	Polonino V. Wileys	242. Carlock Challing	351	in.
INCIDENT TYPE	27.5	S. S.	45.	37.	20,	No.	, RC.	351	TOTAL
Structure Fire	1								1
Wildland Fire									0
Vehicle/Trash/Other Fire									0
Emergency Medical Services		5		1		1	5	2	14
Motor Vehicle Accident		2		1			2	1	6
Rescue				I			1_		2
HazMat/Hazardous Condition									0
Public Assist	2								2
Good Intent Call		1		1				1	3
Activated Fire Alarm									0
Severe Weather Related	1	2		3		1	1		8
Lightning Plan									0
Other									0
JANUARY 2017 TOTAL	4	10	0	7	0	2	9	4	36

In the month of January, 2017 the Truckee Meadows Volunteers responded to 36 incidents. (Wadsworth Volunteers operate under Pyramid Lake Volunteer Fire Department. Incidents listed for the Wadsworth Volunteer Station 225 are specific to responses in the Truckee Meadows Fire Protection District boundary, and do not include responses into tribal territory.)

**AGENDA ITEM #11C** 

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

#### **Incidents:**

Natural Disaster/Flooding – Stations 13, 15, 17, 18 & 35 Commission Districts 1, 3, 4 & 5 Mutual Aid to NDF, Washoe County Roads, and WCSO

On January 8<sup>th</sup> and 9<sup>th</sup>, TMFPD experienced flooding due to an atmospheric river that impacted the area of Western Nevada over the course of 3-5 days. There were damage to homes, roads, and waterways district wide, and assistance was requested and utilized from Washoe County Roads, NDF, WCSO, and the EOC was activated for the duration of the event. The District responded to approximately 70 incidents during the peak flooding period.

All apparatus in the Northern Districts of the TMFPD were committed throughout the duration. The District staffed 4 extra Battalion Chiefs, 1 Engine and 1 Rescue, and all VFDs manned their stations, in addition to normal staffing.

Barn Fire – Station 13 (Stead); 10530 Trail Master Drive Commission District 5 Mutual Aid received from Reno Fire

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4 TM Engines, 3 TM Water Tenders, TM 1 Battalion Chief, 1 Silver Lake VFD Tender and 1 Reno Fire Engine responded to this incident.

#### TRAINING AND ACTIVITY

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Lemmon Valley Volunteers	EMS training - systems and medical terminology	4	2	8
	EMS training – patient assessment	1	4	4
	EMS training – practiced CPR skills	1	4	4
	EMS training – chapters 6, 7, 8	1	4	4
	Equipment is stored on brush, rescue and tender	5	2.5	12.5
	Hazzard Communication	1	1	1
1	NFPA 1500 Confined Space Entry	2	1	2
	CECBEMS Back Injury Prevention	1	1	1
	Hearing Conservation	I	1	1
	Driving Safety	1	1	1
Lemmon Valley Total			7 J.	38.5
Red Rock Volunteers	CECBEMS Medical Extrication and Rescue	1	2	2
	CAPCE Medical, Ethical, and Legal Issues	1	1	1
	Workplace Stress	2	1	2
Red Rock Total		Alban is a six		5
Silver Lake Volunteers	CAPCE Obstetrical Emergencies Basic	1	1	1
	CAPCE Medical, Ethical, and Legal Issues	3	1	3
	NIFPA 1500 Confined Space Entry	3	1	3
	Hazard Communication	1	1	1
Silver Lake Total				8

South Valleys Volunteers	CECBEMS Bleeding and Shock Advanced	1	1	1
	CECBEMS Burn Management Basic	1	1	1
	CECBEMS HIV/AIDS Awareness	1	2	2
	NFPA 1500 Hazard Communication	1	1	1
-346	CECBEMS Medical, Ethical, and Legal Issues	1	1	1
South Valleys Total				6
Verdi Volunteers	Plan for movement to p25 compliant radio system	3	1	3
	Size up, pumping, tactics and safety	4	3	12
	Hotel pack to the simulated fire	1	2	2
	Hazard Communication	1	1	1
	NFPA 1500 Confined Space Entry	2	1	2
	CECBEMS Diet & Nutrition	1	1	1
Verdi Total			10.0	21



#### TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

#### STAFF REPORT Board Meeting Date: March 21, 2017

Fire Chief	
Finance	
Legal	
Risk Mgt.	
HR	

DATE:

March 6, 2017

TO:

Truckee Meadows Fire Protection District Board of Fire Commissioners

FROM:

Cindy Vance, Chief Fiscal Officer

THROUGH: Charles A. Moore, Fire Chief

Phone: (775) 328-6123 Email: cmoore@tmfpd.us

SUBJECT:

Discussion and possible action to approve the Truckee Meadows Fire Protection District Five Year Buyout of Workers' Compensation Claims for Fiscal Year 11/12 in the amount of \$1,548,404.50 per the Reno-TMFPD Interlocal Agreement and to authorize the execution of a resolution transferring \$25,000 from the Truckee Meadows Fire Protection District General Fund Contingency Account to the Workers' Compensation Fund and to use that transfer to augment the District's Fiscal Year 16/17 Workers' Compensation Fund Budget in the amount of \$25,000 for the purpose of paying the five

year buyout of workers' compensation. (All Commission Districts)

#### **SUMMARY**

This staff report seeks Board approval of the Truckee Meadows Fire Protection District (TMFPD) Five Year Buyout of the Workers' Compensation Claims for Fiscal Year (FY) 11/12 in the amount of \$1,548,404.50 per the Reno-TMFPD Interlocal Agreement. In addition, please find attached TMFPD Resolution to Transfer \$25,000 from the District's General Fund Contingency Account to the Workers' Compensation Fund and to use that transfer to augment the District's FY 16/17 Workers' Compensation Fund Budget in the amount of \$25,000 for the purpose of paying the five year buyout of Workers' Compensation claims for the FY 11/12.

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

#### PREVIOUS ACTION

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

For the last seven FYs, the Board of Fire Commissioners approved the five year buyout of the workers' compensation claims for FY 03/04 in the amount of \$618,643.03, for FY 04/05 in the amount of \$976,077.37, for FY 05/06 in the amount of \$775,005, for FY 06/07 in the amount of \$162,634.04, for FY 07/08 in the amount of \$156,275.27, for FY 08/09 in the amount of \$149,361.31, for FY 09/10 in the amount of \$275,316.30, for FY10/11 in the amount of \$304,133.25, and this year's buyout for FY 11/12 in the amount of \$1,548,404.50.

The FY16-17 Workers' Compensation Fund budget of \$1,000,000 was approved within the FY16/17 Budget.

#### **BACKGROUND**

The Reno-TMFPD Interlocal Agreement sets forth the option for the TMFPD to buyout its workers' compensation liability at the end of a five year period which is a liability still in existence even after the Reno/TMFPD Interlocal Agreement has expired since it pertains to workers' compensation claims made during the period of the Agreement. Per the Agreement, by buying out FY 11/12 claims, the TMFPD will have no further liability for any workers' compensation claims for that year except for future new heart and lung claims which were incurred but not reported by June 30, 2016. These are not included in the buyout because they are unknown and incalculable at this time. All existing heart and lung claims that are incurred and reported are included in the buyout amount.

After the TMFPD FY 16/17 budgets were finalized and approved by the Board of Fire Commissioners, it became known that the five year buyout of workers' compensation claims for FY 11/12 exceeded the estimated amount. The District estimated and accrued a \$533,000 liability as of June 30, 2016 to pay these claims. The actual amount exceeds the estimation by \$1,015,404.50. The current budget authority allows for \$995,000 of additional claims to be paid during FY 16/17. There is no current budget authority to pay the remaining balance of \$20,404, therefore, this agenda item appropriates \$25,000 from the TMFPD General Fund Contingency and augments the Workers' Compensation Fund in the amount of \$25,000 in order to pay these higher than estimated claims and to provide additional cash flow to pay the five year buyout of Workers' compensation claims for FY 11/12.

#### **FISCAL IMPACT**

The augmentation decreases the FY 16/17 TMFPD General Fund Consolidated Contingency from \$350,000 to \$325,000 and increases the Workers' Compensation budget of \$1,000,000 to \$1,025,000 in order to pay \$1,015,404.50 for the five year buyout of workers' compensation claims for FY 11/12. The remaining \$533,000 will be paid from the TMFPD Workers' Compensation Fund, Long-Term Claims Liability Account.

#### **RECOMMENDATION**

Staff recommends the approval of the Truckee Meadows Fire Protection District Five Year Buyout of Workers' Compensation Claims for FY 11/12 in the amount of \$1,548,404.50 per the Reno-TMFPD Interlocal Agreement and to authorize the execution of a resolution transferring \$25,000 from the Truckee Meadows Fire Protection District General Fund Contingency Account to the Workers' Compensation Fund and to use that transfer to augment the District's FY 16/17 Workers' Compensation Fund Budget in the amount of \$25,000 for the purpose of paying the five year buyout of workers' compensation.

#### POSSIBLE MOTION

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

"I move to approve the Truckee Meadows Fire Protection District Five Year Buyout of Workers' Compensation Claims for FY 11/12 in the amount of \$1,548,404.50 per the Reno-TMFPD Interlocal

Agreement and to authorize the execution of a resolution transferring \$25,000 from the Truckee Meadows Fire Protection District General Fund Contingency Account to the Workers' Compensation Fund and to use that transfer to augment the District's FY 16/17 Workers' Compensation Fund Budget in the amount of \$25,000 for the purpose of paying the five year buyout of workers' compensation.

#### INVOICE

Accounts Receivable

Billing inquiries: 1-775-334-1228

Remit to: City of Reno, Nevada

Attn: Central Cashiering

P.O. Box 1900 Reno, NV 89505

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

Customer #: 14898

TRUCKEE MEADOWS FIRE PROTECTION DIST

Washoe County Manager's Office

PO Box 11130 Reno. NV 89520 Invoice #:

2017-00150237

Billing Date:

02/23/2017

Due Date:

03/25/2017

Please remit this portion

with your payment  $\rightarrow$ 

\$1,548,404,50

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

#### PLEASE RETAIN BOTTOM PORTION FOR YOUR RECORDS

TRUCKEE MEADOWS FIRE PROTECTION DIST Washoe County Manager's Office PO Box 11130 Reno, NV 89520

If there are any questions, please call Accounts receivable at 775-334-1228.

City of Reno's Federal Tax ID is 88-6000201. PLEASE NOTE -YOUR PAYMENT IS DUE UPON RECEIPT

Description	Qty	Unit Price	Total Price

Worker's Comp

TMFPD 5-yr Claims Reserve Billing - Claim Year 07-01-2011 to 06-30-2012

\$1,548,404.5000

\$1,548,404.50

Total Invoice \$1,548,404.50

GUSTOMER#	BILLING DATE	DUEIDATE	INVOICE#	CHARGES
14898	02/23/2017	03/25/2017	2017-00150237	\$1,548,404.50
			Balance →	\$1,548,404.50

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

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

# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT RESOLUTION TO TRANSFER \$25,000 FROM THE DISTRICT'S GENERAL FUND CONTINGENCY ACCOUNT TO THE WORKERS' COMPENSATION FUND AND TO USE THAT TRANSFER TO AUGMENT THE DISTRICT'S FY 16/17 WORKERS' COMPENSATION FUND BUDGET IN THE AMOUNT OF \$25,000 FOR THE PURPOSE OF PAYING THE FIVE YEAR BUYOUT OF WORKERS' COMPENSATION

WHEREAS, the Board of Fire Commissioners have approved the District's FY 16/17 Consolidated Budget which includes a General Fund Contingency Account of \$350,000; and

WHEREAS, there are outstanding workers' compensation claims for the Truckee Meadows Fire District from FY 11/12 which the District is liable to pay, however, the District does not have budget authority to pay in FY 16/17; and

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

WHEREAS, by utilizing the portion of the Consolidated Budget Contingency would not be unduly burdening the TMFPD for workers' compensation claims incurred prior to the Reno-TMFPD Interlocal Agreement and

WHEREAS, resources from the FY 16/17 Contingency are available to the Workers' Compensation Fund in accordance with NRS 354 and which appropriations are required to be augmented as follows:

Workers' Compensation Fund:

Transfers In

\$25,000

Total Augmentation

\$25,000

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

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Truckee Meadows Fire Protection District shall augment its FY 16/17 budget by appropriating \$25,000 from the General Fund Contingency Account for use in the above-mentioned fund for the purpose of paying workers compensation claims, thereby increasing its appropriations by \$25,000, and further that the District shall forward the necessary documents to the Department of Taxation, State of Nevada.

Upon motion by	Fire Board Commissioner,	, seconded by
Commissioner	, the foregoing Resolution was pas	sed and adopted this 21st day of
March, 2017, by the following v	ote:	
AYES:	NAYS:	
ABSENT:	ABSTAIN:	
	TRUCKEE MEADOWS FIRE BOARD OF FIRE COMMISS	
ATTEST:	Robert Lucey, Chair	
CLEDK		



#### TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT Board Meeting Date: March 21, 2017 Fire Chief Finance Legal Risk Mgt.

HR

DATE:

March 6, 2017

TO:

Truckee Meadows Fire Protection District Board of Fire Commissioners

FROM:

Cindy Vance, Chief Fiscal Officer

THROUGH: Charles A. Moore, Fire Chief

Phone: (775) 328-6123 Email: cmoore@tmfpd.us

SUBJECT:

Discussion and action on a Resolution transferring the net position of \$616,544 from and

subsequently eliminating the District's Health Benefits Internal Service Fund to the District's general fund account in accordance with the approved Fiscal Year 16/17

budget. (All Commission Districts)

#### **SUMMARY**

Discussion and action on a Resolution transferring the net position of \$616,544 from and subsequently eliminating the District's Health Benefits Internal Service Fund to the District's general fund account in accordance with the approved Fiscal Year (FY) 16/17 budget.

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

#### PREVIOUS ACTION

May 15, 2012, the Board f Fire Commissioners approved Truckee Meadows Fire Protection District's Resolution Creating the Health Benefits Internal Service Fund as of July 1, 2011.

#### **BACKGROUND**

Due to changes in the District's Group Medical Insurance Plan from a Self-Insured Plan to a guaranteed group medical plan the need to keep separate accounting of the health funds is no longer necessary. If approved, the Truckee Meadows Fire Protection District plans to transfer the balance of \$616,544 from the Districts Health Benefit Internal Service Fund to the District's General Fund and eliminate the fund account.

#### FISCAL IMPACT

The remaining net position of \$616,544 in the District's Health Benefits Internal Service fund is a result of operation funds transferred from the District's General Fund and will be transferred back to the District's General Fund in accordance with the approved FY 16/17 budget.

#### RECOMMENDATION

To approve the Resolution transferring the net position of \$616,544 from and subsequently eliminating the District's Health Benefits Internal Service Fund to the District's general fund account in accordance with the approved FY 16/17 budget.

#### **POSSIBLE MOTION**

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

I move to approve a Resolution transferring the net position of \$616,544 from and subsequently eliminating the District's Health Benefits Internal Service Fund to the District's general fund account in accordance with the approved FY 16/17 budget."

## TRUCKEE MEADOWS FIRE PROTECTION DISTRICT RESOLUTION TO ELIMINATE AND TRANSFER \$616,544 FROM THE DISTRICT'S HEALTH BENEFITS INTERNAL SERVICE FUND TO THE DISTRICT'S GENERAL FUND ACCOUNT IN ACCORDANCE WITH THE APPROVED FY16/17 BUDGET

WHEREAS, the Health Benefits Fund was established on July 1, 2012 to account for the Truckee Meadows Fire Protection District's group medical and retiree health benefit cost; and

WHEREAS, with the District going to a guaranteed group medical program and the establishment of the OPEB Trust for retiree health benefits, the fund is no longer required; and

WHEREAS, the budget reflects the elimination of the fund with a budgeted FY16/17 transfer to the General Fund to close out the fund; and

WHEREAS, these funds are not available for appropriation in the year of the transfer to the General Fund.

**NOW, THEREFORE,** it is hereby resolved, that the Truckee Meadows Fire Protection District shall transfer \$616,544 from the District's Health Benefits Internal Service Fund to the District's general fund account in accordance with the approved FY 16/17 budget, and further that the district shall forward the necessary documents to the department of taxation, State of Nevada.

Upon motion by	Fire Board Commissioner,	, seconded by
Commissioner March, 2017, by the following vo	, the foregoing Resolution was pass	ed and adopted this 21st day of
AYES:	NAYS:	<del></del>
ABSENT:	ABSTAIN:	
	TRUCKEE MEADOWS FIRE BOARD OF FIRE COMMISSI	
ATTEST:	Robert Lucey, Chair	
CLERK		



#### TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT
Board Meeting Date: March 21, 2017

Fire Chief	
Finance	
Legal	
Risk Mgt.	
HR	
Legal Risk Mgt	

DATE:

March 10, 2017

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 purchase three (3) new Fire Prevention Vehicles in accordance with Nevada State Contract Bid 8475 in the amount of \$29,762.25 per vehicle and to approve additional modifications and equipment for each estimated at \$25,000.

(All Commission Districts)

#### **SUMMARY**

Discussion and possible approval to purchase three (3) new Fire Prevention Vehicles in accordance with Nevada State Contract Bid 8475 in the amount of \$29,762.25 per vehicle and to approve additional modifications and equipment for each estimated at \$25,000.

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

#### **PREVIOUS ACTION**

None

#### **BACKGROUND**

Since July 1, 2017 the District's Fire Prevention Division has gone from one (2) full time position to three (3) full time positions. The Fire Prevention Division responds to arson investigations, completes safety inspections and travels to areas throughout the District and the County. The vehicles being requested will replace aging vehicles and meet the current needs of the fire prevention division to include off-site assignments.

#### **FISCAL IMPACT**

The District budgeted \$1,000,000 in FY16/17 for the purchase of a Heavy Rescue vehicle. That vehicle is not deemed necessary at this time. The estimated cost of purchase and modifications necessary to meet District needs is \$150,000. Therefore, there is sufficient funding in the District's Capital Budget as approved in the FY 16/17 Budget.

#### **RECOMMENDATION**

It is recommended that the Board approve the purchase of three (3) new Fire Prevention Vehicles in accordance with Nevada State Contract Bid 8475 in the amount of \$29,762.25 per vehicle and to approve additional modifications and equipment for each estimated at \$25,000.

#### **POSSIBLE MOTION**

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

"I move to approve the approval to purchase three (3) new Fire Prevention Vehicles in accordance with Nevada State Contract Bid 8475 in the amount of \$29,762.25 per vehicle and to approve additional modifications and equipment for each estimated at \$25,000."

Description	Vendor	Price
NV Item# 2.9 Chevy Extended Cab 1500 4x4 6 1/2' Box (Gas) 5.3L V-8	Champion Chevrolet	\$29,762.25
A.R.E. LSX Ultra Tonneau Cover	Trimline Designs	\$1,749.00
Full Length Roll Out Bed Tray w Rails & 2 Dividers	BedSlide.com/CTA	\$1,759.96
LED Emergency Lighting/Siren/Radio	Lehr	\$7,390.85
Box Light and Charger (Streamlight E-Spot wMount)	L.N. Curtis & Sons	\$213.21
Personal Light (Streamlight Survivor w 120v AC/DC Steady)	L.N. Curtis & Sons	\$164.69
800Mhz Radio		\$4,936.81
800 MHz charger		\$135.05
VHF Radio		\$1,864.90
VHF charger		\$243.00
Stripe and Decal	Grafics Unlimited	\$695.00
Lift and Fendor Modification	Flobeck 4wd	\$982.85
Total		\$49,897.57

Price Includeds (1) 110v power supply in dash (\$80.00)

LEHR Quote and Pricing Includes "Slick Top" L.E.D. Lighting, Siren/P.A. Speaker, Light/Siren Controler, Radio Console, Additional 12v Power Cellular booster, X2 SPEAKERS MOUNTED IN HEADLINER



#### TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT Board Meeting Date: March 21, 2017

Fire Chief	
Finance_	
Legal	
Risk Mgt.	
HR	

DATE:

March 14, 2017

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 staff to advertise and solicit bid proposals for

Truckee Meadows Fire Protection District for the equipment purchase of one (1) four-

wheel drive ambulance. (All Commission Districts)

#### **SUMMARY**

Staff recommends that the Board provides approval to staff to advertise and solicit bid proposals for Truckee Meadows Fire Protection District for the equipment purchase of one (1) four-wheel drive ambulance.

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

#### **PREVIOUS ACTION**

The Board has in the past approved staff to advertise and solicit bids on various capital items and projects.

#### **BACKGROUND**

Staff recommends replacement of Districts existing ambulance for the reasons of mechanical reliability and the age of the vehicle which has been taken out of service. After thoroughly researching the overall cost and build time via the State of Nevada contract, the District found the process is exceedingly lengthy and cost prohibitive for this particular piece of rescue equipment. Through its research, the District has discovered that purchasing a new cab and chassis with a re-mounted box is a much faster and more cost efficient process, resulting in significantly lower costs than the lowest cost new ambulance available on the State of Nevada contract. The number of merchants who sell this type of unit are unknown but limited and staff is therefore requesting to go out to bid for this particular piece of apparatus in anticipation of attracting similar types of merchants to keep the cost and timeline for the vehicle to a minimum.

The Truckee Meadows Fire Protection District through approval of the FY16/17 budget, had funds allocated for the purchase of one (1) Heavy Rescue. Staff has identified a greater immediate need for a four-wheel drive ambulance, therefore will allocate part of those funds to cover the cost of the Ambulance.

#### **FISCAL IMPACT**

The District budgeted \$1,000,000 in FY16/17 for the purchase of a Heavy Rescue vehicle. That vehicle is not deemed necessary at this time. Therefore, there is sufficient funding in the District's Capital Budget as approved in the FY 16/17 Budget.

#### **RECOMMENDATION**

It is recommended the Board of Fire Commissioners authorize staff to advertise and solicit bid proposals for Truckee Meadows Fire Protection District for the equipment purchase of one (1) four-wheel drive ambulance.

#### **POSSIBLE MOTION**

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

"I Move to authorize staff to advertise and solicit bid proposals for Truckee Meadows Fire Protection District for the equipment purchase of one (1) four-wheel drive ambulance."



#### TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

#### **STAFF REPORT**

**Board Meeting Date: March 21, 2017** 

Fire Chief
Finance
Legal
Risk Mgt.
HR

DATE:

February 3, 2017

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 proposal to enter into and purchase a Software

License Agreement and Support Agreement in the amount of \$32,500 for CODE3SIMULATOR software with Levrum, Inc. (All Commission Districts)

#### **SUMMARY**

This item is discussion of a proposal to enter into and purchase a Software License Agreement and Support Agreement in the amount of \$32,500 for CODE3SIMULATOR software with Levrum, Inc.

Strategic Objective supported by this item: Improve data collection and analysis to support decision making.

#### **PREVIOUS ACTION**

January 17, 2017, the Board, the Commission requested staff prepare a presentation and submit recommendations on data analysis software.

#### **BACKGROUND**

Staff has reviewed a presentation from the designers of a software program that allows rapid simulations of deployment schemes and historical responses by time of day, type of call, and various other parameters which will be useful in future planning and deployment of resources.

The software will be useful for the following types of analysis:

#### **Response History Analysis**

- Analyze historical response data
- Metric analysis including turnout time, travel time, initial response time, full response time, arrival of effective firefighting force, staff/unit workload, demand/availability.
- Analyze in charts, maps or tables ("Simulation Results Analysis")
- Select/categorize/summarize by: hour of day, day of week, month of year, day of year; geographical area; incident cause or type and by assigned units
- Historical automatic and mutual aid response
- Simultaneous incident response per District or sub area.

#### **Strategy Modeling**

- Response effectiveness of station additions, closures or relocations.
- Prediction of run card changes.

- Automatic aid response schemes and predicted interference with jurisdictional calls.
- Dispatch algorithms (running order, closest unit, substitution algorithms.)
- Prediction of modified dispatch policies
- Incidents per geographical area
- Incident cause
- Time factors
- Policy goal impacts (scene times, turnout times, patient turnover times)
- Routing: traffic calming, road closures, new streets, traffic effects, custom layers
- Programmable turnout times (career/volunteer, resource type, station, time of day).

#### **Simulation Results Analysis**

- Detailed audit information
- Route selection maps
- Resource assignment audit
- Primary unit unavailable reasons
- Full assignment trace
- Behavior audit (every unit, benchmark)
- Predictive data generation: initial response time, full response time, unit committed time / workload, unit miles for every unit, every call

In a growth environment where call volume is predicted to increase, the software will provide an analysis on the best way to deploy future resources.

#### FISCAL IMPACT

There are sufficient funds within the current fiscal year budget for the purchase.

#### **RECOMMENDATION**

It is recommended the Board approve a proposal to enter into and purchase a Software License Agreement and Support Agreement in the amount of \$32,500 for CODE3SIMULATOR software with Levrum, Inc.

#### **POSSIBLE MOTION**

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

"I move to a approve a proposal to enter into and purchase a Software License Agreement and Support Agreement in the amount of \$32,500 for CODE3SIMULATOR software with Levrum, Inc."

## PROPOSAL FOR PROVISION OF CODE3SIMULATOR SOFTWARE AND ASSOCIATED SERVICES

Date: 18 January 2017

Customer:

Truckee Meadows Fire Protection District

1001 East Ninth Street, Second Floor

Reno, NV 89520

Attn: Fire Chief Charles Moore

C3Sym, Incorporated ("C3Sym") proposes to furnish Customer with goods and services as set forth in the Schedule below. By their signatures below, the respective representatives of Customer and C3Sym indicate their agreement to the terms of this Proposal, which shall remain valid for sixty days after the date of C3Sym's signature, or until superseded by the execution of a valid Software License, valid Consulting Services agreement, a mutually agreed Amendment to this Proposal, or any combination thereof.

#### SCHEDULE OF GOODS AND SERVICES

Item	Description	Price
1	Code3Simulator 2.7 (or later) software enterprise license, valid for simulating up to 15,000	\$25,000.00
	events annually, related to the normal operations of, and for the sole use of authorized	
	employees and agents of Customer. Enterprise license allows any authorized agent of	
	Customer to operate Software, subject only to geography and incident volume restrictions	
	inherent in the License terms. License price includes 3 days of training at C3Sym's	
	premises, software installation media or download and current documentation. Software	
	sale, installation and use is subject to a separate Software License Agreement (attached).	
2	Code3Simulator software annual support package, entitling Customer to online technical	\$7,500.00
	support, periodic maintenance software releases and standard product software upgrades, as	
	governed by the separate Software Support Agreement attached to this proposal.	
3	Code3Simulator user training, 24 hours, for up to six users, per Course Syllabus attached to	Direct expenses per
	this proposal. NOTE 1: direct expenses without markup are charged for training delivered at	NOTE 1.
	location of Customer's choice.	
4	Data conversion services necessary to import Customer's incident, geographic and	Not anticipated.
	operational data, supplied according to the Data Specification attached to this proposal.	
	Data not conforming to the Data Specification may result in additional charges.	
5	Additional services as detailed in Attachment A to this Proposal.	Not anticipated.
	Total of charges	\$32,500.00

PAYMENT TERMS: 30% of total charges shall be due upon execution of Contract or Purchase Order arising from this Proposal; 40% of total charges shall be due at commencement of training; 30% of charges shall be due 30 days after completion of training, which shall constitute Final Acceptance of deliverables under this Proposal.

#### **ATTACHMENTS**

- A: Schedule of Additional Services
- B: Software License Agreement
- C: Software Support Agreement
- D: Training Syllabus
- E: Data Specification

#### **SIGNATURES**

The undersigned parties indicate that they are authorized to bind their respective organizations, and that they agree to the terms of this Proposal and its Attachments as of the dates of their signatures.

For Customer	Date
Charles Moore	Fire Chief
Printed Name	Title
Offer Heyman	18-Jan-2017
For C3Sym	Date
Ofer Heyman Printed Name	CEO Title
I Inited I value	TILL

#### CODE3SIMULATOR SOFTWARE SUPPORT AGREEMENT

This SOFTWARE SUPPORT AGREEMENT ("this Agreement") is made and entered into this \_\_\_\_\_day of 20\_\_\_\_\_, by and between Levrum, Inc. (hereinafter "Levrum") and Truckee Meadows Fire Protection District (hereinafter "TMFPD").

#### RECITALS

WHEREAS, Levrum desires to offer TMFPD certain services with respect to the Software Application on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

#### Section 1. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms.

- 1.1 "Enhancement." Any modification or addition that, when made or added to the Software Application, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Levrum as minor or major, depending on Levrum's assessment of their value and of the function added to the preexisting Software Application.
- 1.2 "Error." Any failure of the Software Application to conform substantially to its functional specifications as published from time to time by Levrum. However, any nonconformity resulting from TMFPD's misuse, improper use, alteration, or damage of the Software Application, or TMFPD's combining or merging the Software Application with any hardware or software not supplied or identified as compatible by Levrum, shall not be considered an Error.
- 1.3 "Error Correction." Either a modification or an addition that, when made or added to the Software Application, establishes material conformity of the Software Application to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software Application, eliminates the practical adverse effect on TMFPD of such nonconformity.
- 1.4 "Software Application." The computer programs known as Code3Simulator, including any extracts from such programs, derivative works of such programs, or collective

works including such programs (such as subsequent Releases) to the extent offered to TMFPD under this Agreement or the License Agreement.

- 1.5 "Releases." New versions of the Software Application, which may include both Error Corrections and Enhancements.
- 1.6 "Term." An initial period of one year commencing upon delivery of the Software Application pursuant to the License Agreement. Thereafter, the Term shall automatically renew for successive periods of one (1) year each unless and until terminated pursuant to Section 6 hereof. In no event, however, shall the Term extend beyond the term of the License Agreement.
- 1.7 "Valid Support Issue." A suggestion, question or problem originated or experienced by an employee or agent of TMFPD relating to: (1) installation or configuration of the Software Application; (2) proper operation of an Enhancement newly developed since such employee or agent received training on the Software Application; (3) suspected or actual Errors in the Software Application; (4) suggestions for Enhancements to the Software Application.
- 1.8 "Valid Support Contact." Any contact initiated by an employee or agent of TMFPD who has been trained by Levrum in the operation of the Software Application, where such contact is related to a Valid Support Issue.

#### Section 2. SCOPE OF SERVICES

During the Agreement term, Levrum shall render the following services in support of the Software Application, subject to the compensation fixed for each type of service in Levrum's rate schedule.

- 2.1 Levrum shall maintain an online electronic forum and provide telephone support access during its normal business hours that allows TMFPD to report system problems and to seek assistance in use of the Software Application.
- 2.2 Levrum shall maintain a trained staff capable of rendering the services set forth in this Agreement.
- 2.3 Levrum shall not be responsible for correcting Errors in any version of the Software Application other than the most recent Release of the Software Application.
- 2.4 Levrum may, from time to time, issue new Releases of the Software Application to TMFPD generally, containing Error Corrections, minor Enhancements, and, in certain instances if Levrum so elects, major Enhancements. Levrum make such new Releases available to TMFPD, without additional charge.
- 2.5 Levrum may, from time to time, offer major Enhancements to TMFPD generally for an additional charge.

- 2.6 Levrum shall consider and evaluate the development of Enhancements for the specific use of TMFPD and shall respond to TMFPD's requests for additional services pertaining to the Software Application (including, without limitation, data conversion, report- formatting assistance and consultation regarding data analysis and subject matter expertise), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Levrum and TMFPD.
- 2.7 Levrum shall employ its best reasonable efforts to resolve Valid Support Issues in a timely fashion. Levrum shall have no obligation to address issues other than those arising from contacts deemed in Levrum's sole discretion to be Valid Support Contacts, but may do so from time to time, with or without charge, without prejudice to the operation of this provision. TMFPD shall cooperate to the greatest extent possible to assist Levrum in performing this duty by providing diagnostic information, allowing Levrum reasonable access to TMFPD's computer systems for diagnostic purposes, and such other means as Levrum may reasonably request.

#### Section 3. FEES AND CHARGES

- 3.1 TMFPD shall pay Levrum its fees and charges based on its then current rate schedule. Levrum reserves the right to change its rate schedule from time to time, provided that no such change will be effective until at least 30 days after Levrum has given TMFPD written notice of such change.
- 3.2 TMFPD shall reimburse Levrum for travel expenses (i.e., transportation, lodging, and meals) and other expenses incurred by Levrum in rendering services to TMFPD, as agreed in advance by TMFPD.
- 3.3 Levrum shall invoice TMFPD annually for base support and monthly at the beginning of each calendar month for all other fees and charges accrued, and all reimbursable expenses incurred, during the previous month. TMFPD shall pay the invoiced amount promptly upon receipt of such invoice. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of one percent per month or the highest rate allowed by applicable law.
- 3.4 TMFPD shall be responsible for procuring, installing, and maintaining all computers, telephone lines, networks, communications interfaces, and other equipment and conditions necessary to operate the Software Application and to obtain from Levrum the services called for by this Agreement.

#### Section 4. PROPRIETARY RIGHTS

- 4.1 Error Corrections or Enhancements or any other program, including any new programs or components, or any compilations or derivative works provided by Levrum shall be subject to the terms of the License Agreement.
- 4.2 The Software Applications and all related software provided by Levrum under this Support Agreement, including any associated intellectual property rights, are and shall

remain the sole property of Levrum, regardless of whether TMFPD, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Levrum for the use of the work product. TMFPD shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment, that Levrum may reasonably request in order to establish and perfect its exclusive ownership rights in such works, including any associated intellectual property rights.

#### Section 5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- 5.1 In no event shall Levrum's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to Levrum by TMFPD within the year prior to the event giving rise to the liability. This limitation shall apply to indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Levrum knew or should have known of the possibility of such damages.
- 5.2 No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party within the applicable Nevada Statute of Limitations except that an action for nonpayment may be brought within two years of the date of the last payment.

#### Section 6. TERMINATION

- 6.1 This Agreement may be terminated as follows:
- 6.1.1 This Agreement shall immediately terminate upon the termination of the License Agreement;
- 6.1.2 This Agreement may be terminated by either party upon the expiration of the then current term of this Agreement, provided that at least sixty days' prior written notice is given to the other party; or
- 6.1.3 This Agreement may be terminated by either party upon sixty days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.
- 6.1.4 The District reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. Notwithstanding any other provision of this Agreement, if the District does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to the District.
- 6.2 Following termination of this Agreement, Levrum shall immediately invoice TMFPD for all accrued fees and charges and all reimbursable expenses, and TMFPD shall pay the invoiced amount immediately upon receipt of such invoice. TMFPD may continue to use any work supplied to TMFPD by Levrum for the remaining term of the License Agreement.

#### Section 7. MISCELLANEOUS

- 7.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement and the Software License Agreement entered contemporaneously herewith are the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- 7.2 This Agreement is entered into in the State of Nevada and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Nevada.
- 7.3 "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."
- 7.4 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party.
- 7.5 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.
  - ANTI DISCRIMINATION In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation gender identity or expression, age, disability or national origin including, without limitation, with regard to 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, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
  - 7.7 INTELLECTUAL PROPERTY Levrum represents and warrants to customer that it has obtained all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary for or incidental to any materials owned by third parties supplied or specified by it for incorporation in the software and other deliverables under the Agreement, that it has the right to license all software as specified by this Agreement, and that the use of the software contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

LEVRUM, INC.
By: Offer Heyman
Title: CEO
Date: 03/15/2017
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
By:
Title:

## LICENSE AGREEMENT FOR CODESSIMULATOR SOFTWARE

IMPORTANT--READ CAREFULLY: This License Agreement ("Agreement") is a legal contract between you and Levrum, Inc. ("Levrum") for the software product identified above, which includes computer software and, as applicable, associated media, printed materials, and "online" or electronic documentation (the "Software Application").

YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW. You must execute this Agreement below and return it to Levrum with the applicable license fee prior to delivery of the Software Application. You are responsible for any state or local taxes applicable to the license fee.

#### LICENSE TERMS

Levrum grants you a non-exclusive, non-transferable, limited right to use the Software Application only for your governmental agency under the following terms.

Use on a PC. You have the right to obtain an unlimited number of licenses to an unlimited number of copies of the Software Application only for your internal use by your employees on computers under the control of your agency. You are responsible for installing the Software Application on computers and equipment that comply with Levrum specifications and documentation.

#### **OTHER LIMITATIONS**

You may not rent, lease, re-license, transfer, nor lend the Software Application. You may not reverse engineer, decompile, modify, or disassemble the Software Application, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You agree not to remove any copyright or other notice of proprietary rights in the Software Application. You are responsible for ensuring that all users of the Software Application comply with the terms of this Agreement.

Levrum may provide you with support services related to the Software Application ("Support Services"). Use of Support Services is governed by Levrum policies and programs described in the user manual, in online documentation, and/or in other Levrum-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the Software Application and subject to the terms and conditions of this Agreement. With respect to technical information you provide to Levrum as part of the registration of your license to the Software Application or in connection with the Support Services, Levrum may use such information for its business purposes, including for product support and development.

When you cease using the Software Application or upon termination of the license, you agree to return all copies of the Software Application (including all component parts, the media and printed materials, any upgrades and your registration), and certify the destruction of all digital or electronic copies thereof.

Without prejudice to any other rights, Levrum may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In such event, you must destroy all copies of the Software Application and all of its component parts, certify such destruction,

and Levrum may suspend or deactivate your use of the Software Application with or without notice.

#### **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Nevada.

#### PROPRIETARY RIGHTS

Copyright. All ownership, title and copyrights in and to the Software Application (including, without limitation, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software Application), the accompanying media and printed materials, and any copies of the Software Application are owned by Levrum or its suppliers. The Software Application is protected by copyright laws and international treaty provisions. Therefore, you must treat the Software Application like any other copyrighted material, subject to the provisions of this Agreement.

U.S. Government Restricted Rights. The Software Application and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights at 48 C.F.R. 52.227-19, as applicable. Manufacturer for such purpose is Levrum Incorporated., PO Box 2292, Corvallis, OR 97339. You agree not to export the Software Application or any results obtained from its use in violation of any export restriction laws or regulations.

Submissions. Should you decide to transmit to any electronic medium controlled by Levrum by any means or by any media any materials or other information (including, without limitation, ideas, concepts or techniques for new or improved services and products), whether as information, feedback, data, questions, comments, suggestions or the like, you agree such submissions are unrestricted and shall be deemed non-confidential and you automatically grant Levrum and its assigns a nonexclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, display and perform the same.

Open Source Software. The Software Application makes use of Open Source Software components. Notwithstanding anything herein to the contrary, Open Source Software is licensed to you under such Open Source Software's own applicable license terms, which can be found at the "Help | Open Source License Info" option of the Software Application's main menu. The documentation or, as applicable, the corresponding source files for the software, are available via links contained in the information provided by the "Help | Open Source License Info" option of the Software Application's main menu. These Open Source Software license terms are consistent with the license granted in this Agreement and may contain additional rights benefiting you. The Open Source Software license terms shall take precedence over this agreement to the extent that this Agreement imposes greater restrictions on you than the applicable Open Source Software license terms. Notwithstanding the foregoing, Levrum will have no obligation under this Agreement or otherwise with respect to any claim based on: (i) a combination comprised of primarily Open Source Software with Levrum's Software Application; (ii) use for a purpose or in a manner for which Levrum's Software Application was not designed; (iii) use of any older version of Levrum's Software Application when use of a newer revision would have avoided the infringement; (iv) any modification to Levrum's Software Application made without Levrum's express written approval; (v) any claim that relates to Open Source Software or freeware technology or any

derivatives or other adaptations thereof that is not embedded by Levrum; or (vi) any other claim or action of liability or infringement arising from the use of such Open Source Software. This provision states your sole and exclusive remedy and Levrum's entire liability for any infringement claims or actions.

#### DISCLAIMER OF WARRANTY

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This Agreement and the Software Support Agreement constitute the complete agreement between the parties and supersedes all oral or written communications between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their

LEVRUM, INCORPORATED
By: Ofen Heyman
Title: _CEO
Date: _03/15/2017
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
Ву:
Title:
Date:



#### TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT Board Meeting Date: March 21, 2017

Fire Chief	
Finance	
Legal	
Risk Mgt.	
HR	

DATE:

February 29, 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 or modification of a list of evaluators for a 360 degree

evaluation for the Fire Chief's annual performance review and direction to staff to develop a survey and distribute the survey to the evaluators. (All Commission Districts)

#### **SUMMARY**

This item is discussion and possible approval or modification of a list of evaluators for a 360 degree evaluation for the Fire Chief's annual performance review and direction to staff to develop a survey and distribute the survey to the evaluators.

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

#### **PREVIOUS ACTION**

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

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

On May 19, 2015, the Board of Fire Commissioners approved a list of evaluators for a 360 degree evaluation for the Fire Chief's annual performance review and direction to staff to develop a survey and distribute the survey to the evaluators and to accept the organizational chart as presented.

On March 15, 2016, the Board of Fire Commissioners approved a list of evaluators for a 360 degree evaluation for the Fire Chief's annual performance review and direction to staff to develop a survey and distribute the survey to the evaluators.

#### **BACKGROUND**

The Board of Fire Commissioners requests that an annual 360 evaluation of the Fire Chief be performed. The Fire Chief develops the List with input from the Board. The proposed List is attached.

#### **FISCAL IMPACT**

There is no fiscal impact.

#### **RECOMMENDATION**

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

#### **POSSIBLE MOTION**

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

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

## <u>Proposed 360 Degree Evaluator List for</u> Truckee Meadows Fire Protection District's Chief Charles Moore

- 1. TMFPD Local 3895 President Ian Satterfield president@iaff3895.org
- 2. TMFPD Chief Officers Association President Chris Ketring cketring@tmfpd.us
- 3. TMFPD Human Resource Administrator Dena Wiggins dwiigins@tmfpd.us
- 4. TMFPD Chief Fiscal Officer Cindy Vance <a href="mailto:cvance@tmfpd.us">cvance@tmfpd.us</a>
- 5. TMFPD Administrative Assistant Sandy Francis sfrancis@tmfpd.us
- 6. TMFPD Program Assistant Maureen Obrien mobrien@tmfpd.us
- 7. TMFPD Public Information Officer Erin Holland eholland@tmfpd.us
- 8. TMFPD Volunteer Station 223 Manager David Rebhan hotjob31@gmail.com
- 9. TMFPD Volunteer Station 237 Manager Emitt Tracy emitttracy@yahoo.com
- 10. Washoe County Manager John Slaughter jslaughter@washoecounty.us
- 11. Washoe County Management Services Director Al Rogers arogers@washoecounty.us
- 12. Washoe County Emergency Manager Aaron Kenneston akenneston@washoecounty.us
- 13. Washoe County Communications and Engagement Manager Nancy Leuenhagen nleuenhagen@washoecounty.us
- 14. Washoe County Senior Business Analyst Beth Todd btodd@washoecounty.us
- 15. Sparks Fire Department Chief Chris Maples cmaples@cityofsparks.us
- 16. North Lake Tahoe Fire Protection District Chief Ryan Sommers rsommers@nltfpd.net
- 17. City of Reno Department Fire Chief David Cochran cochrand@reno.gov
- 18. Storey County Interim Fire Chief Jeff Nevin jnevin@storeycounty.org
- 19. Pyramid Lake Paiute Tribe Emergency Response Coordinator Don Pelt DPelt@plpt.nsn.us
- 20. REMSA CEO Dean Dow <u>ddow@remsa-cf.com</u>
- 21. TMCC Director for Public and Occupational Safety Programs dcleveland@tmcc.edu
- 22. Natural Resource Specialist, UNR Cooperative Ext Ed Smith smithe@unce.unr.edu
- 23. South Truckee Meadows/Washoe Valley CAB Chair Jim Rummings jimrummings878@gmail.com
- 24. North Valleys CAB Chair Ray Lake rlake001@gmail.com
- 25. Northern Nevada Builders Association Jess Travers jesst@thebuilders.com