



North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

District Office (775) 575-3310 Fax (775) 575-3314

Brian Bunn, Fire Chief

Notice of Meeting

Date: Wednesday October 16, 2024

Time: 6:00 p.m. or 1800 hours

Location: 195 East Main Street

Fernley NV 89408

Directors

Paul Murphy, Chairman Jay Rodriguez, Director
Michael Toombs, Vice Chair Debbie Skinner, Director
Harry Wheeler, Sec/Treasurer

NLCFPD Board of Directors Meeting Agenda

1. Call to Order, Pledge of Allegiance and Moment of Silence

Public Comment: No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comment is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda.

2. CONSENT AGENDA * All matters listed under the consent agenda are considered routine and may be acted upon by the Board of North Lyon County Fire Protection District with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.

3. 3a. Review and Approval of Board Agenda

3b. Review & Approve Board Minutes

3c. Review of Summary Reports

Discussion and possible action regarding Revenue and Expenditures*

4. 4a. Enterprise Fund Revenue and Expenditures

4b. General Fund Revenue and Expenditures

5. Discussion and possible action regarding Chief Brian Bunn's 6-month evaluation*

6. Discussion and possible action regarding contract with Gary Cardinal to perform investigation into employee complaints*

7. Fire Chief Report

8. Reports of Directors, Fire Marshal, Staff, Volunteers, Local 4547, City of Fernley

Public Comment No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comment is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda.

10. Adjourn

Notices: 1. The Board may act on any of the "*" items.

2. At any time, the order of agenda items may be changed, removed, or combined with another item with Board consensus.

3. The Board may limit the amount of time for public comments based upon the number of speakers on the same subject.

4. North Lyon Fire will make reasonable efforts to assist and accommodate individuals with disabilities desiring to attend the meeting. Please contact the District Office at (775) 575-3310 in advance so arrangements can be made.

5. Staff reports and supporting material for the meeting are available at the North Lyon County Fire Admin Office, 195 E. Main Street, Fernley NV 89408, by calling the Admin Office at (775)575-3310 or the District's website at www.northlyonfire.org, pursuant to NRS 241.020.

CERTIFICATE OF POSTING

I, Kasey Miller, do hereby certify that I posted or caused to be posted, a copy of this agenda at the following locations on or before 9:00 a.m. October 11, 2024:

1. North Lyon County Fire Protection District, 195 East Main Street, Fernley, Nevada 89408
2. U.S. Post Office, Hardie Lane Fernley, Nevada 89408
3. City of Fernley – City Hall, 595 Silverlace Blvd, Fernley, Nevada 89408
4. Lyon County Manager, 27 S. Main Street, Yerington, Nevada 89447
5. Nevada Public Notice Website, www.notice.nv.gov

Distribution: To ALL persons requesting notification.

North Lyon County Fire Protection District is an Equal Opportunity Employer & Provider

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MINUTES

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

September 12, 2024

1. Call to Order

The meeting was called to order at 1800.

Directors present included Paul Murphy, Michael Toombs, Jay Rodriguez, and Debbie Skinner. Director Wheeler was absent.

The Pledge of Allegiance was led by Director Rodriguez. A moment of silence followed.

2. Public Comment: No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comment is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specially included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda.

None.

3. CONSENT AGENDA* All matters listed under the consent agenda are considered routine and may be acted upon by the Board of North Lyon County Fire Protection District with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.

3a. Review and approve of Board Agenda

3b. Review & Approve Board Minutes

3c. Review of Summary Reports

Director Rodriguez made a motion to approve CONSENT AGENDA.

Director Toombs seconded the motion.

The motion carries as follows: 4-0-1

Murphy	Aye	Wheeler	Absent
Toombs	Aye		
Rodriguez	Aye		
Skinner	Aye		

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4. Discussion and possible action regarding Revenues and Expenditures*

4a. Enterprise Revenue and Expenditures

4b. General Fund and Expenditures

Chairman Murphy shared that Mrs. Kasey Miller would not be present for tonight's meeting due to a family emergency and asked if these items had been published prior. Mrs. Shannon Moffett stated that they did not, due to the sudden urgency Mrs. Miller was not at work to gather that information.

Director Skinner added that she did not see #3-3c.-Summary Reports, in the packet. Chairman Murphy stated that in the previous minutes, we would have to have those pushed back into the packet. They do exist, but we do not have them published in the packet. Director Toombs suggested modifying the motion to approve the agenda by removing agenda item #4. Director Skinner added that #3c. is part of that as well. Chairman Murphy stated that he thinks it would be appropriate to modify.

Director Rodriguez stated that he rescinded his motion, and Director Toombs added that he rescinded his second. Chairman Murphy stated that we have rescinded the previous vote on the Consent Agenda, and at this time it would be most appropriate to table both Item #3 and #4 until we have them both included in our next packets. All Board Members discussed, and Director Rodriguez stated that he would make a new motion.

Director Rodriguez made a motion to approve CONSENT AGENDA, 3a. and 3b.

Director Rodriguez is also making a motion to table agenda item #3c. and agenda item #4.

Director Toombs seconded the motion.

The motion carries as follows: 4-0-1

Murphy	Aye	Wheeler	Absent
Toombs	Aye		
Rodriguez	Aye		
Skinner	Aye		

5. Discussion and possible action regarding use of Fire District property by Rotary Club of Fernley for the upcoming community events*

Mr. Roy Edgington and Mrs. Betsy Sipes, with the Rotary Club, stated that in the past we have done a Thanksgiving dinner and Breakfast with the Grinch here at the fire station. They are asking if the fire department would continue to help and let them use the facility. Mr. Edgington explained that the fire station is the only place available. Mrs. Sipes shared that Breakfast with

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the Grinch is typically the first Saturday in December, but she added that they would like to get it added to their calendar very soon to get planning underway.

Chief Bunn shared that he spoke with staff, and they are not interested in being involved with these events. He added that his philosophy as the Fire Chief is that it is a holiday and the crew can't be at home on holiday, and his expectation is for the crew to relax and have their families here at the station. Chief Bunn added that he is not opposed to them using the whole west end of the building since we've already moved our equipment to reduce response times already. He stated that the station is the crew's house for their 48-hour shift, and he does not want to interrupt that, especially on a holiday. He is fully supportive of the facility and however we can accommodate that, but he does not support interrupting their house.

Chairman Murphy let the Rotary Club know that they could use the station but keep the firefighter's home off limits and asked them how else we could help to make this happen without using the kitchen. Mrs. Betsy Sipes added that they would need access to some sort of sink. There was discussion about several ways to cook turkeys, keep food warm, and have hand-washing stations to make these events possible. Mr. Roy Edgington stated that they would find another location to host the Thanksgiving dinner. He added that he would like to continue to have Breakfast with the Grinch at the station, but his concern is being able to use the public restrooms in the bays. Chief Bunn and Mr. John Renaud agreed to the use of the restrooms in the bays, as long as they are not in the living quarters. Chairman Murphy added that December 7th is the first Saturday available to host Breakfast with the Grinch and Mrs. Sipes stated that she would have to go back to the club to confirm that everybody is on board with all of these changes and doing it differently. Chairman Murphy added that if there are other needs, to feel free to ask because we want to help keep it going because it is a big deal. The living quarters are the only area that cannot be used, and if there are any other ways we can help accommodate, we will. Chief Bunn added that Mrs. Sipes can contact him within the week regarding hosting the Grinch at the station. Chairman Murphy stated that tentatively December 7th starting at 8 a.m.- 12 p.m., and cleaned up and out of the building by 1 p.m.

Chief Bunn and Chairman Murphy asked Mr. Edgington how they could help make it possible to host the Thanksgiving dinner at the station. Mr. Edgington shared that his concern is not having access to an actual kitchen and keeping it safe and healthy. President of the Rotary Club, William Shaddock shared that the Health Department, when dealing with poultry has gotten finicky guidelines. He added that reheating stations are not as good as bringing it to temperature and then serving it right away. He is asking the Board to approve the Rotary Club to use the facility for both events for outside living quarters and if they decide not to use it for the Thanksgiving dinner, there will be no harm and no foul. Chairman Murphy stated that the only change is not using the living quarters and if there is anything to help accommodate beyond that, he is asking them to just ask. Chairman Murphy stated that they will set the dates tentatively for

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Thanksgiving Day, November 28th from 7 a.m. - 3 p.m., and December 7th for Breakfast with the Grinch.

Director Rodriguez made a motion to approve the Rotary Club to tentatively use the facility for the Thanksgiving dinner on November 28th from 7 a.m. – 3 p.m., and the Grinch Breakfast on December 7th from 6 a.m. – 1 p.m., minus the living quarters.

Director Skinner seconded the motion.

The motion carries as follows: 4-0-1

Murphy	Aye	Wheeler	Absent
Rodriguez	Aye		
Toombs	Aye		
Skinner	Aye		

Mr. Roy Edington asked Chief Bunn if he had any issues with the cadets helping with these events, and he responded that he did not. Chief Bunn added that he is going to reach out to vendors regarding portable sinks, hot water, etc.

6. Discussion and possible action to enter in an agreement for ambulance billing services with OOSOSHARP, LLC dba Sharp Ambulance Billing*

Chief Bunn shared that we are dissolving our agreement with First Professional, effective October 10, 2024. He stated that OOSOSHARP is 2% less and they do their hard collections internally and have about a 3%-5% no-pay. He added that several Northern Nevada agencies are using this company, and everyone is happy with them. Chief Bunn shared that this is a one-year trial. Chairman Murphy asked if they were asking for a percentage of what we send out or what we get back, and Chief Bunn responded, only returned. Chairman Murphy stated that we've already committed to moving away from the previous billing company, and a one-year trial seems fair to give them a shot.

Chief Bunn explained that with the current billing company, anything that they don't get a collection on goes to NBF in Carson City, which hard collects, and they keep 50%.

Director Rodriguez made a motion to approve the billing service with OOSOSHARP, LLC dba Sharp Ambulance Billing.

Director Toombs seconded the motion.

The motion reads as follows: 4-0-1

Murphy	Aye	Wheeler	Absent
Toombs	Aye		
Rodriguez	Aye		
Skinner	Aye		

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7. Fire Chief Report

Chief Bunn had an update on the ambulance purchase. He explained that through the ARPA Funds from the Federal Government that were distributed to the counties, the Lyon County Commissioners earmarked \$300,000.00 specifically for an ambulance for the North Lyon County Protection District. He stated that we have to be locked into an agreement for purchase by December 31, 2024, and it must be delivered and paid for by December 31, 2026. He added that the cost is probably going to be about \$330,000.00, but that is 2 years out. Chief Bunn stated that they guarantee delivery from July 1st to December 31st under a contract.

Chief Bunn shared that he spoke with the Union today, and we are going to be looking at getting new health insurance that is much better for everyone, and hopefully a lot cheaper. He added that we will be looking at the IAFF insurance after speaking with Chief Harvey at Central Lyon, who jumped on about 2 years ago and he stated that the biggest mistake he made was not jumping on 5 years ago. Chief Bunn stated that he would be bringing this back before the 1st of the year.

Chief Bunn shared that we have been busy with Wildland all over the Western US. We have been doing crew rotations since July 1st, and our engines responded to several fires with structures threatened and lost. He added that we still have a Type 6 on the Davis fire right now. He stated that he is done with his commitment for the year responding to national fires. Chief Bunn wanted to thank our career staff for their continued dedication to serving, whether it is responding to the fires or covering at the station. Everyone is doing a phenomenal job.

Chief Bunn shared that we just deposited the third Ad Valorem check.

8. Reports of Directors, Fire Marshal, Staff, Volunteers, Local 4547, City of Fernley

Director Skinner thanked all staff for all of their hard work. She added that she serves on the Board of the Senior Advisory Committee for the City of Fernley. She stated that they like to have guests come in and share projects or services they can offer the community. She shared that they had an event at the Senior Center, and Captain McCoy was there with Vials of Life. The Senior Center had asked if it would be possible to have a representative from the district go every other month. In addition, we need to let people know about the Ambulance Program that we offer.

Director Rodriguez added that he is grateful for everyone working so hard on all of the surrounding fires.

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Director Toombs shared that at the last City Council meeting, the cities Special Use Permit was discussed, and it was a robust conversation between staff and citizens. He added that he is not

sure where that is going, but they are a one-stop shop for their special use permit. The major issue is the fee structure that they set up for that, and it wasn't very well. Director Toombs added that he was an Agency Administrator, and he knows the decision process when it comes to ordering in a team to manage an incident. He stated that he has a deep appreciation for the community's appreciation for what the firefighters do.

Chairman Murphy – None.

Mr. Stephen Emery shared that he has been helping Fire Marshal Tim Myers.

Staff- None.

Volunteer- Mrs. Becki Howlett shared that Rehab does take Ambulance Saver packets with them to events and will add Vials of Life as well. She added that 5 volunteers took agility tests on Monday, and all 5 passed and we now have a bigger group of volunteers.

Local 4547- Mr. John Renaud shared that the IAFF International Conference was held at the end of August. During that conference, the entire International voted unanimously on the resolution put forward by Local 4547 for the censorship of the former Fire Chief, Jason Nicholl. He added that he has been censored at the state and international level.

City of Fernley- None.

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None.

10. Adjournment*

Chairman Murphy adjourned at 1854.

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NOTE(s): All items indicated by an asterisk (“*”) were Action Items. A complete and detailed record of this meeting was recorded on Micro SD Recorder September 12, 2024

Respectfully Submitted by:

 Shannon Moffett, Administrative Assistant
 North Lyon County Fire Protection District

October 16, 2024
 Date

Approval of Minutes
 September 12, 2024

	<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>	
___ Approved as Read	___	___	___	___	___
___ Approved with Corrections	___	___	___	___	___

 Paul Murphy, Chairman
 North Lyon County Fire Protection District

October 16, 2024
 Date



Evaluation
Return Date: 10/10/2024

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

EMPLOYEE PERFORMANCE EVALUATION

Employee: Brian Bunn
Department or Division: _____ Hire Date: 4/11/2024
Present Position: Interim Fire Chief Position Date: _____

OCCASION FOR EVALUATION

Annual	From:	To:	<input type="checkbox"/>
Confirmation for Non-Exempt	From:	To:	<input type="checkbox"/>
Six-month Review for Exempt	From:	To:	<input type="checkbox"/>
Three-month on Probation/Transfer/Promotion	From: 4/11/2024	To: 10/10/2024	<input checked="" type="checkbox"/>
Special for Recognition/Discipline	From:	To:	<input type="checkbox"/>

Instructions for Completing Performance Evaluation

- This Performance Evaluation has two parts. PART I is to be filled out for both Non-Exempt and Exempt; while PART II is for Exempt employees only.
- Check (✓) the appropriate rating box for each work profile. Multiply each rating with the assigned weight and record the total in the score column. After totaling the score column, check the box indicating the appropriate range, which indicates the Overall Employee Evaluation.
- The supervisor and employee must develop goals, work-targets and benchmarks on which the supervisor will evaluate the employee's performance for a given period.
- Specific justification is required (in the Comment/Justification columns) when an employee is rated excellent or unsatisfactory. Give examples of acceptable performance or lack thereof.

Weight Critical factors 3 points Relevant factors 2 points	5 = Excellent 4 = Exceeds Standards 3 = Meets Standards 2 = Improvement Needed 1 = Unsatisfactory						Key W = Weight S = Score	
PART I – ALL EMPLOYEES	5	4	3	2	1	W	S	Comments/Justification
1. Accountability and Responsibility. How willing is this person to assume and carry out assigned jobs and be accountable for his/her results and actions?		<input checked="" type="checkbox"/>				x3	12	
2. Does this person demonstrate a positive attitude to work and to the work environment? Does s/he show interest and enthusiasm in doing his/her work?		<input checked="" type="checkbox"/>				x3	12	
3. Does this person strongly identify with the Fire District and demonstrate commitment to accomplish District goals and objectives in his/her job?		<input checked="" type="checkbox"/>				x3	12	
4. How well does this person use financial/material resources efficiently and demonstrate cost awareness ?		<input checked="" type="checkbox"/>				x2	8	
5. Can this person be relied upon to complete tasks in a dependable and trustworthy manner ?		<input checked="" type="checkbox"/>				x3	12	
6. Level of initiative. Does this person take charge of situations and make things happen? Is the individual self-motivated?		<input checked="" type="checkbox"/>				x2	8	
7. Interdepartmental Cooperation. Is this person receptive to the goals of other departments and divisions? Is this person a “team player” ?		<input checked="" type="checkbox"/>				x2	8	
8. How strong are the interpersonal skills of this person? Does this person demonstrate the ability to effectively work and help individuals and groups at various levels in and out of the Fire District?		<input checked="" type="checkbox"/>				x2	8	
9. i) Job Performance – I: Quantity of work – How productive is this person? How much ability does s/he demonstrate to accomplish tasks and achieve goals?		<input checked="" type="checkbox"/>				x3	12	
ii) Job Performance – II: Quality of work – Does this person perform accurately, efficiently, neatly and in an effective manner?		<input checked="" type="checkbox"/>				x3	12	
10. Leadership/Supervisory Potential. Does this person effectively guide and stimulate others toward the accomplishment of business goals? Does s/he demonstrate the ability to develop and train subordinates?		<input checked="" type="checkbox"/>				x2	8	
11. Observation of Safety Practices and Procedures. How does this person encourage and practice safety procedures and help prevent accidents?		<input checked="" type="checkbox"/>				x2	8	
12. Punctuality/Attendance/ Promptness. i) For Non-Exempt Employees: How punctual is this person in attendance? Does s/he miss work frequently?		<input type="checkbox"/>				x2	8	
ii) For Exempt Employees: How prompt is this person in attending Fire Board, management-staff, department and/or division meetings?		<input checked="" type="checkbox"/>				x2	8	
13. Specific Job Knowledge. Does this person demonstrate a thorough understanding about various dimensions of his/her job and its complexity if any?		<input checked="" type="checkbox"/>				x3	12	
14. Stress Management. Does this person perform consistently under pressure? Does this person maintain balance, proportion, and productivity while under stress?		<input checked="" type="checkbox"/>				x2	8	

Weight Critical factors 3 points Relevant factors 2 points	5 = Excellent 4 = Exceeds Standards 3 = Meets Standards 2 = Improvement Needed 1 = Unsatisfactory							Key W = Weight S = Score		
	PART I – ALL EMPLOYEES								Comments/Justification	
15. Willingness to Accept Change and Improvement. How does this individual handle change? Does this person show enthusiasm and willingness to improve in response to change?										
	5	4	3	2	1	W	S			
		<input checked="" type="checkbox"/>				x2	8			
PART II – EXEMPT EMPLOYEES ONLY										
	5	4	3	2	1	W	S			
1. Ability to Work with District Board, Labor, the Public and Neighboring Agencies. What is the level of this person's perceptions, sensitivity and sense of timing in his/her role related to interactions with internal and external stakeholders?										
		<input checked="" type="checkbox"/>				x3	12			
2. Communication – I: Verbal – How effectively does this person make oral presentations? Does s/he demonstrate good listening and communication skills?										
		<input checked="" type="checkbox"/>				x3	12			
Communication – II: Written – How effective are the writing skills of this person? Does s/he produce acceptable quality memos, letters, and reports?										
		<input checked="" type="checkbox"/>				x3	12			
3. Does this person use new and creative ways of accomplishing tasks and goals? How well does this person solve problems analytically? Does s/he identify critical issues and propose solutions?										
		<input checked="" type="checkbox"/>				x2	8			
4. Decision-making Capability. Does this person demonstrate the ability to make decisions effectively and in a timely manner? Does s/he take calculated and prudent risks in the decision-making process?										
		<input checked="" type="checkbox"/>				x2	8			
5. Planning and Organizing Ability: Does this person demonstrate the ability to set and implement priorities? How capable is this person in meeting and developing long and short-term objectives?										
		<input checked="" type="checkbox"/>				x3	12			

Total Score: Non-Exempt Employee

Total Score: Exempt Employee

Overall Evaluation

Non-Exempt Employee

Excellent	176-195	
Exceeds Standards	137-175	
Meets Standards	98-136	
Improvement Needed	59-97	
Unsatisfactory	39-58	

Exempt Employee

Excellent	248-275	
Exceeds Standards	193-247	<input checked="" type="checkbox"/>
Meets Standards	138-192	
Improvement Needed	83-137	
Unsatisfactory	55-82	

Additional Performance Profiles

(a) List any exceptional accomplishments that the employee achieved during the appraisal period.	1.
	2.
	3.
	4.
	5.
(b) Identify goals/tasks/objectives/projects not completed by the employee during the appraisal period.	1.
	2.
	3.
(c) Recommend a developmental action plan that will help strengthen the employee's skills in area(s) needed.	1.
	2.
	3.

Recommendation for Pay Adjustment

(i) Merit Increase	_____ %
(ii) Incentive Increase	_____ %
(iii) Other Increase _____	_____ %
(iv) No Increase at this time	_____

Administrative Approvals

Reviewing Supervisor's Signature	_____	Date	_____
District Fire Chief	_____	Date	_____
NLCFPD Chairman	_____	Date	_____
Administrative Action by above, if any:	_____	Initials	_____

Employee's Recognition and Signature

The contents of this evaluation have been reviewed with me. I understand that this evaluation will be used by the North Lyon County Fire Protection District Board of Directors in connection with salary administration, development and placement functions.

Employee's Signature	_____	Date	_____
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Personnel Action

Manager of Human Resources	_____	Date	_____
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Chief Bunn continues to improve all facets of the District's operations. He continues to seek ways to instill a positive and productive culture that fosters mutual respect and the fair treatment of all while still enforcing an effective chain of command. He continues to pursue cost effective solutions to increase the District's financial health and has recreated a proper organizational structure that ensures we have senior staff performing the leadership duties and responsibilities outlined in their position description.

Performance Review By: Director Toombs, October 5, 2024



Evaluation
Return Date: 10/10/2024

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

EMPLOYEE PERFORMANCE EVALUATION

Employee: Brian Bunn
Department or Division: _____ Hire Date: 4/11/2024
Present Position: Interim Fire Chief Position Date: _____

OCCASION FOR EVALUATION

Annual	From:	To:	<input type="checkbox"/>
Confirmation for Non-Exempt	From:	To:	<input type="checkbox"/>
Six-month Review for Exempt	From:	To:	<input type="checkbox"/>
Three-month on Probation/Transfer/Promotion	From: 4/11/2024	To: 10/10/2024	<input checked="" type="checkbox"/>
Special for Recognition/Discipline	From:	To:	<input type="checkbox"/>

Instructions for Completing Performance Evaluation

- This Performance Evaluation has two parts. PART I is to be filled out for both Non-Exempt and Exempt; while PART II is for Exempt employees only.
- Check (✓) the appropriate rating box for each work profile. Multiply each rating with the assigned weight and record the total in the score column. After totaling the score column, check the box indicating the appropriate range, which indicates the Overall Employee Evaluation.
- The supervisor and employee must develop goals, work-targets and benchmarks on which the supervisor will evaluate the employee's performance for a given period.
- Specific justification is required (in the Comment/Justification columns) when an employee is rated excellent or unsatisfactory. Give examples of acceptable performance or lack thereof.

Weight Critical factors 3 points Relevant factors 2 points	5 = Excellent 4 = Exceeds Standards 3 = Meets Standards 2 = Improvement Needed 1 = Unsatisfactory						Key W = Weight S = Score	
PART I – ALL EMPLOYEES	5	4	3	2	1	W	S	Comments/Justification
1. Accountability and Responsibility. How willing is this person to assume and carry out assigned jobs and be accountable for his/her results and actions?		✓				x3	12	
2. Does this person demonstrate a positive attitude to work and to the work environment? Does s/he show interest and enthusiasm in doing his/her work?		✓				x3	12	
3. Does this person strongly identify with the Fire District and demonstrate commitment to accomplish District goals and objectives in his/her job?	✓					x3	15	
4. How well does this person use financial/material resources efficiently and demonstrate cost awareness ?		✓				x2	8	
5. Can this person be relied upon to complete tasks in a dependable and trustworthy manner ?		✓				x3	12	
6. Level of initiative. Does this person take charge of situations and make things happen? Is the individual self-motivated?	✓					x2	10	
7. Interdepartmental Cooperation. Is this person receptive to the goals of other departments and divisions? Is this person a “team player” ?		✓				x2	8	
8. How strong are the interpersonal skills of this person? Does this person demonstrate the ability to effectively work and help individuals and groups at various levels in and out of the Fire District?		✓				x2	8	
9. i) Job Performance – I: Quantity of work – How productive is this person? How much ability does s/he demonstrate to accomplish tasks and achieve goals?		✓				x3	12	
ii) Job Performance – II: Quality of work – Does this person perform accurately, efficiently, neatly and in an effective manner?		✓				x3	12	
10. Leadership/Supervisory Potential. Does this person effectively guide and stimulate others toward the accomplishment of business goals? Does s/he demonstrate the ability to develop and train subordinates?		✓				x2	8	
11. Observation of Safety Practices and Procedures. How does this person encourage and practice safety procedures and help prevent accidents?		✓				x2	8	
12. Punctuality/Attendance/ Promptness. i) For Non-Exempt Employees: How punctual is this person in attendance? Does s/he miss work frequently?						x2		
ii) For Exempt Employees: How prompt is this person in attending Fire Board, management-staff, department and/or division meetings?						x2		
13. Specific Job Knowledge. Does this person demonstrate a thorough understanding about various dimensions of his/her job and its complexity if any?		✓				x3	12	
14. Stress Management. Does this person perform consistently under pressure? Does this person maintain balance, proportion, and productivity while under stress?	✓					x2	10	

Weight Critical factors 3 points Relevant factors 2 points	5 = Excellent 4 = Exceeds Standards 3 = Meets Standards 2 = Improvement Needed 1 = Unsatisfactory							Key W = Weight S = Score	
	PART I – ALL EMPLOYEES								Comments/Justification
	5	4	3	2	1	W	S		
15. Willingness to Accept Change and Improvement. How does this individual handle change? Does this person show enthusiasm and willingness to improve in response to change?		✓				x2	8		
PART II – EXEMPT EMPLOYEES ONLY									
	5	4	3	2	1	W	S		
1. Ability to Work with District Board, Labor, the Public and Neighboring Agencies. What is the level of this person's perceptions, sensitivity and sense of timing in his/her role related to interactions with internal and external stakeholders?	✓					x3	15		
2. Communication – I: Verbal – How effectively does this person make oral presentations? Does s/he demonstrate good listening and communication skills?		✓				x3	12		
Communication – II: Written – How effective are the writing skills of this person? Does s/he produce acceptable quality memos, letters, and reports?		✓				x3	12		
3. Does this person use new and creative ways of accomplishing tasks and goals? How well does this person solve problems analytically? Does s/he identify critical issues and propose solutions?		✓				x2	8		
4. Decision-making Capability. Does this person demonstrate the ability to make decisions effectively and in a timely manner? Does s/he take calculated and prudent risks in the decision-making process?		✓				x2	8		
5. Planning and Organizing Ability: Does this person demonstrate the ability to set and implement priorities? How capable is this person in meeting and developing long and short-term objectives?		✓				x3	12		

Total Score:
Non-Exempt Employee

Total Score:
Exempt Employee

Overall Evaluation

Non-Exempt Employee	
Excellent	176-195
Exceeds Standards	137-175
Meets Standards	98-136
Improvement Needed	59-97
Unsatisfactory	39-58

Exempt Employee	
Excellent	248-275
Exceeds Standards	193-247
Meets Standards	138-192
Improvement Needed	83-137
Unsatisfactory	55-82

Additional Performance Profiles	
(a) List any exceptional accomplishments that the employee achieved during the appraisal period.	1. Chief Bunn has been able to do his 2. duties, while being able to serve 3. in the fire industry - Keeping his 4. training on the front. 5.
(b) Identify goals/tasks/objectives/projects not completed by the employee during the appraisal period.	1. 2. 3.
(c) Recommend a developmental action plan that will help strengthen the employee's skills in area(s) needed.	1. 2. 3.

Recommendation for Pay Adjustment

(i) Merit Increase	_____%
(ii) Incentive Increase	_____%
(iii) Other Increase _____	_____%
(iv) No Increase at this time	_____

Administrative Approvals	
Reviewing Supervisor's Signature _____	Date _____
District Fire Chief _____	Date _____
NLCFPD Chairman _____	Date _____
Administrative Action by above, if any: _____	Initials _____

Employee's Recognition and Signature
The contents of this evaluation have been reviewed with me. I understand that this evaluation will be used by the North Lyon County Fire Protection District Board of Directors in connection with salary administration, development and placement functions.
Employee's Signature _____
Date _____

Personnel Action
Manager of Human Resources _____
Date _____

Lebrato Shinn

10-14-2024

North Lyon County Fire Protection District is an Equal Opportunity Employer



Evaluation
Return Date: 10/16/2024

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

EMPLOYEE PERFORMANCE EVALUATION

Employee: Brian Bunn

Department or Division: _____ Hire Date: 4/11/2024

Present Position: Interim Fire Chief Position Date: _____

OCCASION FOR EVALUATION

Annual	From:	To:	<input type="checkbox"/>
Confirmation for Non-Exempt	From:	To:	<input type="checkbox"/>
Six-month Review for Exempt	From:	To:	<input type="checkbox"/>
Three-month on Probation/Transfer/Promotion	From: <u>7/15/2024</u>	To: <u>10/15/2024</u>	<input checked="" type="checkbox"/>
Special for Recognition/Discipline	From:	To:	<input type="checkbox"/>

Instructions for Completing Performance Evaluation

- This Performance Evaluation has two parts. PART I is to be filled out for both Non-Exempt and Exempt; while PART II is for Exempt employees only.
- Check (✓) the appropriate rating box for each work profile. Multiply each rating with the assigned weight and record the total in the score column. After totaling the score column, check the box indicating the appropriate range, which indicates the Overall Employee Evaluation.
- The supervisor and employee must develop goals, work-targets and benchmarks on which the supervisor will evaluate the employee's performance for a given period.
- Specific justification is required (in the Comment/Justification columns) when an employee is rated excellent or unsatisfactory. Give examples of acceptable performance or lack thereof.

Weight Critical factors 3 points Relevant factors 2 points	5 = Excellent 4 = Exceeds Standards 3 = Meets Standards 2 = Improvement Needed 1 = Unsatisfactory						Key W = Weight S = Score		Comments/Justification	
	5	4	3	2	1	W	S			
PART I – ALL EMPLOYEES										
1. Accountability and Responsibility. How willing is this person to assume and carry out assigned jobs and be accountable for his/her results and actions?	X					x3	15	Not only does Brian hold himself accountable, but he has been working to establish a culture of the same.		
2. Does this person demonstrate a positive attitude to work and to the work environment? Does s/he show interest and enthusiasm in doing his/her work?		X				x3	12	Brian maintains a positive attitude and has taken on our department's challenges with enthusiasm.		
3. Does this person strongly identify with the Fire District and demonstrate commitment to accomplish District goals and objectives in his/her job?	X					x3	15			
4. How well does this person use financial/material resources efficiently and demonstrate cost awareness ?	X					x2	10	Brian has taken several steps to curb spending while also improving revenues.		
5. Can this person be relied upon to complete tasks in a dependable and trustworthy manner?		X				x3	12			
6. Level of initiative. Does this person take charge of situations and make things happen? Is the individual self-motivated?	X					x2	10	Incredibly so.		
7. Interdepartmental Cooperation. Is this person receptive to the goals of other departments and divisions? Is this person a "team player" ?	X					x2	10	Brian has worked towards bolstering and repairing relationships with our neighboring cooperators.		
8. How strong are the interpersonal skills of this person? Does this person demonstrate the ability to effectively work and help individuals and groups at various levels in and out of the Fire District?		X				x2	8	I have experienced nothing but directness and honesty from Brian.		
9. i) Job Performance – I: Quantity of work – How productive is this person? How much ability does s/he demonstrate to accomplish tasks and achieve goals?		X				x3	12			
ii) Job Performance – II: Quality of work – Does this person perform accurately, efficiently, neatly and in an effective manner?	X					x3	15	Great attention to detail, very methodical, high quality.		
10. Leadership/Supervisory Potential. Does this person effectively guide and stimulate others toward the accomplishment of business goals? Does s/he demonstrate the ability to develop and train subordinates?	X					x2	10	Fantastic leader. wish I had the opportunity to have Brian as my Boss.		
11. Observation of Safety Practices and Procedures. How does this person encourage and practice safety procedures and help prevent accidents?	X					x2	10			
12. Punctuality/Attendance/ Promptness. i) For Non-Exempt Employees: How punctual is this person in attendance? Does s/he miss work frequently?	<hr/>						x2			
ii) For Exempt Employees: How prompt is this person in attending Fire Board, management-staff, department and/or division meetings?	X					x2	10			
13. Specific Job Knowledge. Does this person demonstrate a thorough understanding about various dimensions of his/her job and its complexity if any?	X					x3	15	Brian is one of, if not the most knowledgeable people I know in the fire service.		
14. Stress Management. Does this person perform consistently under pressure? Does this person maintain balance, proportion, and productivity while under stress?		X				x2	8	Despite the seemingly overwhelming amount of challenges our dept. faces, Brian maintains focus and composure and continues to make improvements.		

focus and composure and continues to make improvements

Weight Critical factors 3 points Relevant factors 2 points	5 = Excellent 4 = Exceeds Standards 3 = Meets Standards 2 = Improvement Needed 1 = Unsatisfactory								Key W = Weight S = Score
	PART I – ALL EMPLOYEES								
	5	4	3	2	1	W	S	Comments/Justification	
15. Willingness to Accept Change and Improvement. How does this individual handle change? Does this person show enthusiasm and willingness to improve in response to change?	X	4				x2	8 10	Brian has brought a great deal of positive change to our department.	
PART II – EXEMPT EMPLOYEES ONLY									
1. Ability to Work with District Board, Labor, the Public and Neighboring Agencies. What is the level of this person's perceptions, sensitivity and sense of timing in his/her role related to interactions with internal and external stakeholders?	X					x3	15		
2. Communication – I: Verbal – How effectively does this person make oral presentations? Does s/he demonstrate good listening and communication skills?	X					x3	15	Great communicator in all forms.	
Communication – II: Written – How effective are the writing skills of this person? Does s/he produce acceptable quality memos, letters, and reports?	X					x3	15		
3. Does this person use new and creative ways of accomplishing tasks and goals? How well does this person solve problems analytically ? Does s/he identify critical issues and propose solutions?	X					x2	10		
4. Decision-making Capability. Does this person demonstrate the ability to make decisions effectively and in a timely manner? Does s/he take calculated and prudent risks in the decision-making process?	X					x2	10		
5. Planning and Organizing Ability: Does this person demonstrate the ability to set and implement priorities? How capable is this person in meeting and developing long and short-term objectives?	X					x3	15		

Total Score: Non-Exempt Employee

Total Score: Exempt Employee

Overall Evaluation

Non-Exempt Employee


Excellent	176-195	
Exceeds Standards	137-175	
Meets Standards	98-136	
Improvement Needed	59-97	
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Exempt Employee

Excellent	248-275	X
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Additional Performance Profiles	
(a) List any exceptional accomplishments that the employee achieved during the appraisal period.	1.
	2.
	3.
	4.
	5.
(b) Identify goals/tasks/objectives/projects not completed by the employee during the appraisal period.	1.
	2.
	3.
(c) Recommend a developmental action plan that will help strengthen the employee's skills in area(s) needed.	1.
	2.
	3.

Recommendation for Pay Adjustment	
(i) Merit Increase	_____ %
(ii) Incentive Increase	_____ %
(iii) Other Increase _____	_____ %
(iv) No Increase at this time	_____

Administrative Approvals			
Reviewing Supervisor's Signature		Date	10/16/24
District Fire Chief	_____	Date	_____
NLCFPD Chairman	_____	Date	_____
Administrative Action by above, if any:	_____	Initials	_____

Employee's Recognition and Signature	
The contents of this evaluation have been reviewed with me. I understand that this evaluation will be used by the North Lyon County Fire Protection District Board of Directors in connection with salary administration, development and placement functions.	
Employee's Signature	Date

Personnel Action	
Manager of Human Resources	Date

North Lyon County Fire Protection District is an Equal Opportunity Employer



P.O. Box 5578
Reno, NV 89513

GaryCardinal@CardinalLawReno.com
Tel: (775) 870-7494

October 14, 2024

North Lyon County Fire Protection District Board
195 E. Main Street
Fernley, NV 89408

Re: Investigation of Complaint dated October 2, 2024

Dear Board of Directors,

I have been asked to conduct an independent investigation with respect to the complaint submitted by Reporting Party, dated October 2, 2024, alleging misconduct by an employee (hereinafter, "RESPONDING PARTY"). This engagement letter is submitted for your consideration and sets forth the terms and scope of my representation. This will constitute a binding agreement between Cardinal Law Office, Ltd. (hereinafter, "CLO") and the North Lyon County Fire Protection District Board (hereinafter, "CLIENT") when accepted and executed by CLIENT.

SCOPE OF REPRESENTATION

CLO agrees to provide legal services to CLIENT in the form of an impartial workplace investigation. The scope of the investigation will be to determine the facts related to the allegations made by REPORTING PARTY concerning alleged misconduct of RESPONDING PARTY. It is anticipated that the investigation will include interviews of the REPORTING PARTY, RESPONDING PARTY, and any individuals identified as witnesses. All relevant documents, policies, tangible items and applicable ordinances, and regulations will also be reviewed. Thereafter, unless otherwise directed, a report will be prepared documenting the results of the investigation. The report will set forth factual findings, and if requested, conclusions as to whether any policy has been violated. CLO will provide CLIENT through its outside counsel, Rebecca Bruch, Esq., with a copy of the report but will not provide copies to either the REPORTING PARTY or to the RESPONDING PARTY. CLIENT through its outside counsel, Rebecca Bruch, Esq., shall have sole discretion and the exclusive right to release copies of the report to the REPORTING PARTY and/or the RESPONDING PARTY as permitted by CLIENT's policies or applicable laws. All components of these investigative services will be protected by the attorney-client and work product privileges unless they are waived by CLIENT.

If during the investigation, CLO becomes aware of other potential claims that are outside the scope of this assignment, CLO will so inform CLIENT through its outside counsel, Rebecca Bruch, Esq., but will not investigate those claims unless CLIENT expressly directs, and only after this engagement letter is amended to expand the scope of the investigation or a separate written agreement is completed.

It is understood and agreed that CLO will not act as an advocate for CLIENT or for the REPORTING PARTY. It is further understood and agreed that CLO will not provide legal advice to CLIENT with respect to what employment actions, if any, should be taken as a result of the investigative findings, nor will CLO represent CLIENT in any legal action or proceeding. To the extent it deems it necessary, CLIENT shall utilize the services of in-house or outside legal counsel for legal advice regarding the results of the investigation. CLO will take all direction regarding this investigation from Rebecca Bruch, Esq.

TERM AND TERMINATION

The term of this agreement will commence upon execution by CLIENT, but the provisions will retroactively apply to any work performed by CLO at CLIENT'S request prior to final execution. This agreement will conclude upon the delivery of the investigative report to CLIENT through its outside counsel, Rebecca Bruch, Esq., unless terminated earlier as set forth immediately below.

Either party may terminate this agreement at any time without cause, subject to any ethical obligations applicable to CLO. Termination shall be by written notice and shall be effective as of the date the non-terminating party receives such notice. If terminated by CLO, all reasonable and practicable efforts will be made to protect CLIENT'S interests with respect to the matter that is the subject of this agreement. Should early termination occur pursuant to this paragraph, CLIENT remains responsible for all fees and costs incurred by CLO through the effective date of termination.

CLIENT'S RESPONSIBILITIES

CLIENT'S cooperation and assistance are vital to the timely completion of a full and fair investigation. CLIENT agrees to take all reasonable steps necessary to ensure that all potential evidence, including but not limited to hard copy documents, electronically stored documents, e-mails, voice messages, text messages and social media are preserved, including any electronic matter residing on personal devices of its employees, officers and directors.

CLIENT agrees to provide CLO with access to its employees and other people within its control. It is preferable that all interviews be conducted in person, and CLO may request CLIENT'S assistance in coordinating interviews and providing space for such interviews to take place. Should any witnesses be located out-of-town, CLO will confer with CLIENT through its outside counsel, Rebecca Bruch, Esq., to reach agreement on the most suitable method for interviewing such witnesses, and any out-of-town travel must be preapproved by CLIENT.

CLIENT agrees to timely produce to CLO all written materials, documents and applicable policies in a timely manner and to advise CLO of any change in contact information for any individual identified as an interviewee.

FEES AND COSTS

The investigation will be conducted by attorney Gary Cardinal, whose current billing rate is \$215.00 per hour. CLO periodically reviews billing rates and reserves the right to adjust such rates as appropriate. Should a billing rate adjustment occur during the course of this engagement, CLO will give CLIENT thirty days' notice before applying the adjusted rate. Any new rate will apply only to that work undertaken after expiration of the notice period. CLIENT may terminate this agreement by written notice given prior to the expiration of the thirty-day notice period. Continued use of CLO services after expiration of the notice period shall constitute CLIENT'S acceptance of the adjusted rate.

Fees are determined by multiplying the hourly rate above, or any adjusted rate accepted by CLIENT, by the number of hours spent, measured in tenths of hours. Billable fees apply to all time spent on the investigation, including, but not limited to, interviews, document review, personal and telephone

conferences, preparing, analyzing, and reviewing correspondence and e-mails, preparing reports, and travel time to and from witness interviews and other meetings.

CLO may from time to time incur out-of-pocket costs in conducting the investigation. Costs may include transcription services, translation services, photocopying, postage, messenger or delivery services, and travel costs. CLO will obtain authorization from CLIENT through its outside counsel, Rebecca Bruch, Esq., for any out-of-town travel prior to incurring travel costs. CLIENT shall pay the fees and costs of others, such as consultants and experts, if applicable, directly to those individuals, and in no circumstance shall CLO be responsible for such fees and costs.

Fees and costs will be billed at the conclusion of the investigation and will be documented by itemized invoices stating the date of the work performed, a description of the work performed and the amount of time spent on each item. Any costs included in the invoice will be itemized. Payment is expected within thirty days of the date of the invoice. No retainer is required.

Total fees and costs will not exceed \$10,000.00 without further approval from CLIENT. If that total sum is reached before the investigation is completed, CLO will notify CLIENT and provide an estimate for the remaining work necessary to complete the investigation. CLIENT will have the option of terminating this agreement or authorizing CLO to proceed.

If CLO is required to provide testimony in any legal proceeding related to the subject matter of this investigation, CLIENT will be billed at the applicable hourly billing rate for witness testimony, preparation time, travel time, and waiting time, without regard to the cap on fees stated immediately above. CLIENT shall also be responsible for any costs incurred by CLO for providing this service.

CHOICE OF LAW AND VENUE

This agreement will be governed and interpreted by the laws of the state of Nevada. The venue for resolution of any dispute between CLO and CLIENT, whether by mediation, arbitration or litigation, shall be in Reno, Washoe County, Nevada.

Cardinal Law Office, Ltd.

Gary Cardinal

Gary A. Cardinal
Managing Member

Date October 15, 2024

North Lyon County Fire Protection District Board

Print Name
Title

Date _____



P.O. Box 5578
Reno, NV 89513

GaryCardinal@CardinalLawReno.com
Tel: (775) 870-7494

October 15, 2024

North Lyon County Fire Protection District Board
195 E. Main Street
Fernley, NV 89408

Re: Investigation of Complaint dated October 1, 2024

Dear Board of Directors,

I have been asked to conduct an independent investigation with respect to the complaint submitted by REPORTING PARTY dated October 1, 2024 alleging instances of misconduct by an employee (hereinafter, "RESPONDING PARTY"). This engagement letter is submitted for your consideration and sets forth the terms and scope of my representation. This will constitute a binding agreement between Cardinal Law Office, Ltd. (hereinafter, "CLO") and the North Lyon County Fire Protection District Board (hereinafter, "CLIENT") when accepted and executed by CLIENT.

SCOPE OF REPRESENTATION

CLO agrees to provide legal services to CLIENT in the form of an impartial workplace investigation. The scope of the investigation will be to determine the facts related to the allegations made by REPORTING PARTY concerning alleged misconduct of RESPONDING PARTY. It is anticipated that the investigation will include interviews of the REPORTING PARTY, RESPONDING PARTY, and any individuals identified as witnesses. All relevant documents, policies, tangible items and applicable ordinances, and regulations will also be reviewed. Thereafter, unless otherwise directed, a report will be prepared documenting the results of the investigation. The report will set forth factual findings, and if requested, conclusions as to whether any policy has been violated. CLO will provide CLIENT through its outside counsel, Rebecca Bruch, Esq., with a copy of the report but will not provide copies to either the REPORTING PARTY or to the RESPONDING PARTY. CLIENT through its outside counsel, Rebecca Bruch, Esq., shall have sole discretion and the exclusive right to release copies of the report to the REPORTING PARTY and/or the RESPONDING PARTY as permitted by CLIENT's policies or applicable laws. All components of these investigative services will be protected by the attorney-client and work product privileges unless they are waived by CLIENT.

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CLIENT'S RESPONSIBILITIES

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CLIENT agrees to provide CLO with access to its employees and other people within its control. It is preferable that all interviews be conducted in person, and CLO may request CLIENT'S assistance in coordinating interviews and providing space for such interviews to take place. Should any witnesses be located out-of-town, CLO will confer with CLIENT through its outside counsel, Rebecca Bruch, Esq., to reach agreement on the most suitable method for interviewing such witnesses, and any out-of-town travel must be preapproved by CLIENT.

CLIENT agrees to timely produce to CLO all written materials, documents and applicable policies in a timely manner and to advise CLO of any change in contact information for any individual identified as an interviewee.

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conferences, preparing, analyzing, and reviewing correspondence and e-mails, preparing reports, and travel time to and from witness interviews and other meetings.

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CHOICE OF LAW AND VENUE

This agreement will be governed and interpreted by the laws of the state of Nevada. The venue for resolution of any dispute between CLO and CLIENT, whether by mediation, arbitration or litigation, shall be in Reno, Washoe County, Nevada.

Cardinal Law Office, Ltd.

Gary Cardinal

Gary A. Cardinal
Managing Member

Date October 15, 2024

North Lyon County Fire Protection District Board

Print Name
Title

Date _____



MEMORANDUM

July 18, 2024

To: Board of Fire Directors
North Lyon County Fire Protection District

From: Brian Bunn, Interim Fire Chief

Re: Chief's Report for October 2024

1. First Due Software

First Due Software (ePCR and NFIRS) is up and running as of October 10th, at 2359 Hrs. Both modules are working well, staff will continue working on fine tuning the software to streamline our process and dialing it in to meet North Lyon Fire's needs.

2. Ambulance Billing

Sharp Ambulance Billing is up and running as of October 10th, at 2359 Hrs. No issues noted, but it has only been six days. We will have a better update on billing at the beginning of 2024, after at least a quarter of data.

3. New Ambulance

NLCFPD was awarded \$300K from the American Rescue Plan Act (ARPA). Labor and Management are finalizing a draft contract for a new Type I ambulance. We must have a signed contract in place by December 31, 2024, to "Earmark" the monies. The selected vendor will have the vehicle completed and scheduled to deliver after July 01, 2026.

Staff will have a contract to present for approval in November.

4. Firefighter Vacancy

Our Firefighter EMT vacancy has been filled with our very own Spencer York. Firefighter York will assume his role full time on November 01, 2024. Please give him a congratulations when you see him.

We still have a Firefighter Paramedic vacancy as our last recruitment was very disappointing with only one applicant. Limited FFPM applicants are both a regional challenge and tough to get applicants with our poor regional wages. The Executive team intends on flying a national recruitment in the near future.

5. Communications/Dispatch

NLCFPD was recently approved for about a dozen new MDC's by the Lyon County Telephone Surcharge Committee. In addition to the MDC's, all Lyon County Fire Chiefs are scheduled to complete an Intent Based Planning Process with Lyon County Sheriff's off, Dispatch Supervisor. The intent is to improve our communications, safety, and reduce our response times with fully integrated Computer Aided Dispatching.

7. Health Insurance

NLCFPD and Labor are committed to providing our employees with an excellent health benefit package for 2024. We are closing in on a health & wellness trust that provides nationwide health, vision, and dental coverage. Employees will have the options from low deductible, high deductible, and HSA's. I anticipate reporting back to the board in November for your approval.

8. Labor/Management

All labor's sick and annual leave banks and accrual rates have been updated to meet the current CBA. All labor employees are at their appropriate step, per the current CBA. The District is still waiting on revenues to backpay labor to the dates they were supposed to receive their step increase.

The District has made Captain Mendoza whole with sick leave, vacation leave, backpay, and PERS.

The District is currently working on backpay and PERS contributions on behalf of three additional employees, from a grievance filed and undealt with prior to my assuming my role here at NLCFPD.

9. Breast Cancer Awareness

NLCFPD has created and sold Breast Cancer Awareness t-shirts to both staff and the public. These t-shirts have been approved for duty wear for the month of October. Proceeds totaling \$1,130 have been placed into an account for future breast cancer events within NLCFPD.

Thank you to our support member Becki Howlett for wrangling this project with passion and tenacity. Also, thank you to our board, members and the public that chose to purchase and support breast cancer awareness month.

10. Fire Season 2024

Northern Nevada Regional Fire Chief's have recently agreed to follow Nevada State Foresters' burn bans. Every year, our State Forester declares and concludes a "Fire Season", with a burn ban. Generally, there is a burn ban from May/June through September/October. Nevada State Forestry will lift their 2024 burn ban on October 1, 2024.

NLCFPD has restricted open burning during our Fire Season. Beginning October 1, 2024, residents of NLCFPD will be allowed to come in and get their burn permits. This a great reminder for our residents to stay ahead of next year and remove their hazardous fuels from their properties this fall and utilize our open burn periods to consume their vegetation.

NLCFPD has supported the response to several wildland fires, in and out of Nevada. Our labor has spent well over 100 days on incidents this year. Projected equipment revenues, additional revenues to our budget, are expected to bring in over \$350K. When we receive our reimbursement and additional revenues, it has yet to be determined.

11. Stakeholder Relations

Over the last month I have had opportunities to engage in conversations with Nevada Assemblyman Gregory Koenig, City of Fernley Mayor Neil McIntyre, and Councilmember Ryan Hanan.

Conversations were mainstreamed around our revenue needs and possible opportunities by state and local government to assist in our emergency service delivery revenues. I heard of "rumors" from city leadership that NLCFPD has to "Close its doors", due to lack of revenues. I informed leadership, that is not the case. Our revenues were critically hampered upon me assuming the role of Fire Chief and have since stabilized.

Additionally, I suggested a long-term agreement with the city to cooperatively provide their fair share cost for the District providing emergency response within the City of Fernley. I suggested a good faith opportunity from the city to provide funding for two positions, beginning FY25/26. Mayor McIntyre agreed that the city should provide funding and recommended a meeting with him, the City Manager, and myself. I have yet to hear back from the Mayor.

I am disappointed to report that the City of Ferley Public Works has terminated its services for anything except preventive maintenance work.

12. Incident Update

On Monday, September 23rd, NLCFPD responded to a fully involved working residential structure fire on Woodchuck Rd. in Fernley. Upon the arrival of our first due resource, a

70ish YOF was being extracted through a window by two bystanders. Upon our awards being delivered, these two bystanders will come before the board, the public, and myself to be recognized and receive a Civilian Life Saving Award.

The structure was a total loss and required some demolition by heavy equipment to eliminate hazards. I am extremely disappointed to report that the City of Fernley refused to assist NLCFPD with heavy equipment, as historically they used to be cooperative with heavy equipment needs. Thank you to Lyon County Emergency Management for their support and acquiring heavy equipment and an operator to assist NLCFPD.

13. Future Fire Chief

Yesterday was the six-month period of my one-year Interim Fire Chief contract. I should have had a six-month evaluation. Considering the future, I believe the board should be discussing and determining the future residency requirements of a Fire Chief for NLCFPD. I want to be transparent and share, I will not entertain a contract in the future if the residency requirement remains a need. If the board determines that the NLCFPD requires their Fire Chief to reside within the District, I suggest that the board immediately begins a national search to select an appropriate Fire Chief with enough time to transition with me.

14. Legal Name vs. Trade Name

North Lyon County Fire Protection District is our legal governing name. A trade name is what it presents to the public. A trade name can be used to distinguish their brand and is also known as a “doing business as” (DBS) name. Our current branding through logos, patches, and uniforms already bears the trade name, North Lyon Fire. I have been unable to find any formal documentation that the District board has adopted the trade name.

I intend to present a action item next month to formally adopt the trade name, North Lyon Fire.

15. Upcoming Events

10/24 Fernley Boys & Girls club trunk or treat, 1700 – 1900

10/26 Biggest Little Radio trunk or treat, 1500 – 1700

10/31 Cottonwood Elementary trunk or treat, 0830 – 1230

10/31 City of Fernley trunk or treat, 1600 – 1900