

North Lyon County Fire Protection District 195 East Main Street

Fernley, Nevada 89408

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

Jason Nicholl, Fire Chief

Time:

Date: Thursday July 20, 2023

Notice of Meeting

6:00 p.m. or 1800 hours

Directors

Paul Murphy, Director Jay Rodriguez, Director

Harry Wheeler, Secretary/Treasurer

Dan McCassie, Chairman

Mike Callagy, Jr, Vice-Chair

Location: 195 East Main Street Fernley NV 89408

or Virtual Zoom Meeting

Join Zoom Meeting at:

https://us02web.zoom.us/j/82783255321?pwd=NUIDUEVhY2kwbk9neWRJcElMZ1hZUT09

Dial: 1-253-215-8782 Passcode: 731470 Meeting ID: 827 8325 5321

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 comments are limited to 3 minutes.)

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. Introduction of New Members, Badge Pinning, Cadet Pinning*
- 6. Discussion and possible action regarding contract for District General Legal Counsel*
- 7. Discussion and possible action regarding Attorney Fee Agreement with Marquis Aurbach*
- 8. Discussion and possible action regarding contract with Christensen Law Group to perform an investigation into employee complaint regarding Fire Chief*
- 9. Discussion and possible action regarding repair and maintenance contract with Siddons Martin*
- 10. Discussion and possible action regarding Budget Augmentation for Personnel*
- 11. Discussion regarding Rehab Van
- 12. Discussion setting a date for Board Policy Workshop
- 13. Discussion regarding Chief Nicholl's Annual Performance Review
- 14. Reports of Directors, Fire Chief, Fire Marshal, Staff, Volunteers, Local 4547, City of Fernley
- 15. 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 comments are limited to 3 minutes.)
- 16. 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. Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify in writing at the North Lyon County Fire Protection District, 195 East Main Street, Fernley, Nevada 89408 or by calling (775) 575-3310.

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. July 17, 2023

- North Lyon County Fire Protection District, 195 East Main Street, Fernley, Nevada 89408
- U.S. Post Office, Hardie Lane Fernley, Nevada 89408
- City of Fernley City Hall, 595 Silverlace Blvd, Fernley, Nevada 89408 Fernley Senior Center, 105 Lois Lane, Fernley, Nevada 89408
- Lyon County Manager, 27 S. Main Street, Yerington, Nevada 89447
- Nevada Public Notice Website, www.notice.nv.gov

Distribution:

To ALL persons requesting notification.

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MINUTES

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

May 16, 2023

1. Call to Order

The meeting was called to order by Chairman McCassie at 1811 hours. Directors present included Dan McCassie, Mike Callagy, Harry Wheeler, Paul Murphy. Director Rodriguez joined the meeting via phone.

The Pledge of Allegiance was led by Director Harry Wheeler. 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 comments are limited to 3 minutes.)

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 & Approval of Board Agenda
- 3b. Review & Approve Board Minutes
- 3c. Review of Summary Reports

Director Wheeler made a motion to approve the Consent Agenda.

Director Callagy seconded the motion.

The motion carried as follows: 5-0-0

McCassie Aye
Callagy Aye
Wheeler Aye
Murphy Aye
Rodriguez Aye

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- 4. Discussion and possible action regarding Revenue and Expenditures*
- 4a. Enterprise Fund Revenue and Expenditures
- 4b. General Fund Revenue Expenditures

Director Callagy made a motion to approve Discussion and Possible action regarding Revenue and Expenditures

Director Callagy seconded the motion.

McCassie Aye
Callagy Aye
Wheeler Aye
Murphy Aye
Rodriguez Aye

5. PUBLIC HEARING: Discussion regarding NLCFPD 2023-2024 Fiscal Year Budget

Chief Nicholl presented the Board with the exact budget that was recommended from the Workshops to move forward including the changes that were asked to be added by the Board. Over the course of the week, he had a chance to look over some things that we are working on, and he wants to propose a couple of very minor changes.

First, on GL line #50220, which is computers and IT. We recently determined that we need to increase our internet capacity here. We currently have standard consumer service through one of the providers here. We've elected to go with a dedicated 50 or 100MB, directly into the station. It will also boost our signal here and give us wider coverage. There is a small fee increase with that. Our annual IT maintenance includes revolving computers, program maintenance, as well as our website updates. Chief Nicholl is recommending that in line #50220, we add \$10,000.00 to that line so that brings a total to the 2022 Budget in 50222 to \$30,000.00 for all IT services and that includes web services. Under 50240, under equipment non-Capital, we were told on Monday that the biometric safes that we use to control our narcotics and controlled substances, that they've reached the end of life. The company will not be servicing that particular model of access any longer. We will have to do an upgrade to a newer type of access. We will be able to keep the safes themselves, it is actually the controller. Right now, we have to take a laptop around to each safe and physically touch each one to control it. Chief Nicholl stated that the new system is Wi-Fi based and will be able to update all safes continuously and a minute-by-minute update who is getting into the safes. That is just a little under \$8000.00 for that upgrade. That line item 50240 would go from \$7,000.00 up to \$15,000.00. Those are the two changes in the budget that we worked on at the Workshop that he needed to address here.

He added that one other thing to keep in mind, later on the agenda, there is a line item for discussion and action for possibly purchasing a Type 3 from Truckee Meadows. It is item #9.

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Chief Nicholl stated that we did add the purchase of that Type 3 into next year's budget. What he will be proposing in item #9, is accelerating that purchase as soon as possible.

Chief Nicholl spoke with Mrs. Miller about it, and they think they can swing it out of this budget for a Capital purchase. He explained that that may take \$20,000.00 out of next year's budget, then adding the \$18,000.00 changes the budget by \$2,000.00, what we talked about at the Workshop.

Chief Nicholl suggested asking legal before moving to item #5.

Director Callagy asked, considering the \$20,000.00 that we had agreed to go forward within this current budget that we are proposing right now by pulling that back and putting it into the current year budget. How is that going to affect our budget?

Accountant Dave Silva stated that there will be a little bit of difference in depreciation, in the terms of the cash it would be accelerating the payment.

Director Murphy asked Accountant Dave Silva if he had a chance to look through this Tentative Final Budget.

Mr. Silva asked if the changes that were made as a result of the Workshop, were they significant?

Chief Nicholl explained that the primary change after the Tentative budget was passed. We were able to make a lot of personnel changes. He didn't have all the personnel in the right spots but now with this budget, it is significantly better than the Tentative Budget. All the additions that were put in at the Workshop, those were essentially Capital additions that were put in with what was determined to be a potential surplus. Those things would be authorized and funded if the money was available.

Director McCassie added, since there are no questions or comments from the public, the question for legal is, do we close #5 and move on to #6?

Mrs. Brandi Jensen advised that as long as they've offered the public the opportunity to provide public input in the same amount of time to each member of the public and offer to make sure that no one is on zoom or anything, "yes sir."

Director McCassie added that no one has spoken up so we will close #5 and move onto #6.

6. Discussion and action to approve meeting date for Final Budget FY 2023-24, established tax rate and spending authorization for FY 2023-24*

Director McCassie asked when we have to have the Final Budget approved by.

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Mrs. Kasey Miller shared that it has to be approved by the end of this month and it would be a meeting with just the budget approval on it.

Directors agreed to have the meeting on May 24th at 6 o'clock.

Director McCassie made a motion to approve the meeting date of May 24, 2023, at 6 o'clock. Director Rodriguez seconded the motion.

The motion reads as follows: 5-0-0

McCassie Aye
Callagy Aye
Wheeler Aye
Murphy Aye
Rodriguez Aye

7. Discussion and possible action to approve the 2023-24 NPAIP Member Coverage*

Mrs. Miller asked to table #7 because Mrs. Tina Peterson will not arrive until at least 7pm. She thought the Public Hearing was going to take longer.

Director McCassie agreed to table #7 until she arrives.

8. Discussion and possible action regarding NVE Contract*

Chief Nicholl shared that we have reached the end of our existing contract that was essentially 4.8 employees, .8 for one employee and full-time wages benefits for four employees. For continued fuels work, rapid response for infrastructure problems, it's our Wildland Program. This is a renewed contract for an additional 3 years with new budgetary figures. The figures in the effort to bring more fire districts together and to have a more uniformed contract. Right now, we have multiple different fire districts that are under multiple different contracts, and it is NV Energy's goal as well as the fire districts' goals to be as closely tied together in the same contract. He also shared that it went from a 5 page contract to a 67 page contract, and there is a lot in there that is not applicable to us. This is a standard contract that is provided by NV Energy for contractors.

Chief Nicholl explained that our scope of work has not changed, it's continued for red flag stand by, fire response, clearing right of ways and what is called pole grubbing, cleaning around the power poles. The old contract was for approximately \$1.2 million to \$1.3 million dollars. It expanded one time during the contract from a 3-person crew and a supervisor to a 4-person crew with an FMO. This contract is for a 4-person crew with an FMO and the FMO job description was approved 2 board meetings ago. This has a wage scale built in that is similar to the other districts in their Wildland Firefighters. Some of their Wildland Firefighters are represented and

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some of them are not represented. The 3 year contract also takes into consideration growth and wages over 3 years. There are some administrative costs in there and the end result of the contract for personnel is \$2.06 million dollars and for additional PPE supplies in administrative fees, we are coming up with a cost of \$2,145,000.00 and some change. That is a little over \$6000,000.00, close to \$700,000.00 per year into the district as our contract. Chief Nicholl explained that this is the same job that they've been doing, a new contract with a lot more language and a better pay rate.

Chief Nicholl stated that legal has reviewed this contract and we are both comfortable with it and he is presenting to the Board for approval.

Director Rodriguez asked what the total amount was before.

Chief Nicholl responded "\$1,200,000.00 and some change, it was \$320,000.00 a year and this about doubles the contract.

Director Wheeler made a motion to approve the Discussion and possible action regarding NV Energy contract.

Director Callagy seconded the motion.

The carried as follows: 5-0-0

McCassie Aye
Callagy Aye
Wheeler Aye
Murphy Aye
Rodriguez Aye

9. Discussion and possible action to purchase Type 3 Engine from Truckee Meadows Fire Protection District*

Chief Nicholl shared that the engine is available to us and Chief Myers, Chief Kuntz and himself went and did an onsite with this engine. He's asking that we move the purchase from the 2023-2024 budget into the 2022-2023 budget. Due to the fact that we can get the vehicle onsite here within a couple of weeks. He added that there will be some outfitting costs like we discussed but costs aren't anticipated to be more than \$10,000.00. Chief Nicholl is asking if we can accelerate that purchase for \$20,000.00 to do it this year. He also added that we can keep the money in there for the next budget for depreciation or, you can take it out.

Director McCassie asked if he had seen the vehicle.

Chief Nicholl answered "yes, it is in very good shape."

Director Murphy asked Chief Nicholl which line item we are going to pull the money from.

Chief Nicholl shared that it should be coming out of Capital, and it is \$83,000.00.

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Director Callagy made a motion to purchase the Type 3 Engine from Truckee Meadows Fire Protection District.

Director Wheeler seconded the motion.

The motion carried as follows: 5-0-0

McCassie Aye
Callagy Aye
Wheeler Aye
Murphy Aye
Rodriguez Aye

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

Directors- None

Chief Nicholl stated that leading up to the budget in July is normally when we do our AOR adjustments, giving people the experience to move from one discipline to another discipline. With that, Chief Kuntz asked to go back into operations. Chief Nicholl has accepted his request and that creates an administrative opening. He hasn't made a decision as to what he is going to do yet. There is no displacement of personnel, and we have one open allocation at the moment so that does not put us over allocations. In the next couple of weeks, he will be able to make a decision as to how he wants to move forward with this position. There will be some changes. Chief Nicholl explained that Chief Kuntz has done an amazing job these last 2 years and he is going to personally miss him every day, but he is happy for him. Chief Kuntz will be assuming a Captain roll and a new AOR that will be different than what he has been doing. There will be some new faces in Administration and changes to the AOR's, as happens every July.

Attorney, Mrs. Brandi Jensen shared that Pool Pact will be offering training for all supervisors at the City of Fernley hosting the event, called Essential Management Skills. It is a lengthy course, considering that you have to be there for 2 days and an additional 2 days at a later date. Supervisors will become certified in the essential management skills program at the first level. They will be sending out the information, the Pool will send a link directly.

Mrs. Miller shared that we already got the information and Chief Nicholl, and our supervisors are already lined up to take the class.

Director McCassie asked if Board Members can take the class.

Mrs. Miller stated "yes, if they'd like to sit through 4 days for the class."

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Volunteers- Mrs. Becki Howlett shared that Rehab is growing and they are anxiously waiting for the new rig.

Local 4547- President, Joe Mendoza shared that during his last shift, volunteers were having a meeting with a lot of people. They went and trained, brought the equipment back and he added that that program is going very well, and it is exciting to see new people coming in, especially after the academy. Five days ago, they presented the check from the Black Bear Fundraiser to the Childrens Cancer Foundation, in the amount of \$2500.00.

City of Fernley- Mayor McIntyre shared that a lot is happening at City Hall. There's new excitement with new enthusiasm with new people coming in. He mentioned that former Mayor, Mr. Edgington has been working on a bill since 2014 and it is finally going to go through. Mr. McIntyre shared that the Community Response and Resource Center is moving along quite well, getting funding for it and getting everything lined out. As far as Phase I, it is going to be The Boys and Girls Club and is almost totally funded. Phase II is going to be the Learning Center and Phase III is the gymnasium.

Mayor McIntyre shared that everybody keeps asking him about the new bypass road from 80 to 50 and if it's happening. He explained that it is happening, there is a lot that takes place behind the scenes before it does take place. They are moving along a lot better now, now that they know who actually issuing the grant that is Federal Highway, which changed from FRA.

Director McCassie asked if the buildings were going to be separate facilities or one building. Mayor McIntyre explained that there will be 3 separate buildings that will be inner connected when the project is built out.

Chief Nicholl shared that they are teaming up with the Lyons Club this Saturday, May 20th for a Pancake Breakfast at 8am at Station 61.

Director McCassie stated that we will go back to #7

7. Discussion and possible action to approve the 2023-24 NPAIP Member Coverage*

Mrs. Tina Peterson with LP Insurance shared that we saw some major increases across the board. She said that she has seen entities get up to 35% increases. She applauded everyone for continuing to make their best efforts to keep claims down. As far as the increases, Pool Pact has added a sheet that normally is our sheet to read to you guys, but they have included in this year's packet. She pointed out the Coverage Summary page.

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The only thing to add is that payroll has gone from \$2 million to \$2.5 million, with about a 25% increase and total insured value went from 13.6 to 14.2., with a 3.81% increase. Auto count, we are down but she believes we are right back up since renewal so, she thinks we will be pretty Flat there. She noted that, where you see the Employee EMT change, it is how it was listed on a policy last year, 30 and 30 vs. 51, since most are EMT's and employees. She confirmed that it is a mistake, and it is not a 70% change. We are still at a \$2,500.00 maintenance deductible and overall increase this year is 6.17%. Mrs. Peterson also added that we have maintained her lowest increase in Pool Pact. The only real change for coverage, Cyber is getting hard to buy because there are so many attacks out there and to be able to buy it in mass force is even harder. She explained that we only had one carrier come to the table with limits that they were willing to offer us for Cyber this year so, our 1 million aggregate is a 15 aggregate. She shared that they knew this was going to become an issue so companywide they started looking for other markets to subsidize what we already have and what they were going to offer.

Director Rodriguez commented that being a business owner and seeing all the increases within the last year, this is an impressive proposal.

Director Rodriguez made a motion to approve the proposal.

Director Murphy seconded the motion.

The motion reads as follows: 5-0-0

McCassie Aye
Callagy Aye
Wheeler Aye
Murphy Aye
Rodriguez Aye

11. 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 comments are limited to 3-minutes.)

Mrs. Becki Howlett with Fernley 4th of July and she wanted to thank the Fire District for accepting the Grease the Pig Challenge against the Sheriff's Department. She also added that the Fire Department won last year.

Joe Mendoza shared that he has been a citizen for 16 years and raised his son here. He's coming to you with issues that everyone needs to be aware of. He wanted to make sure that the Board is aware that there are multiple EMRB complaints with the state. He has copies in case they didn't get any of them. He also wanted to make it known that Councilman Ryan Hannan is being represented by the same attorney that the district hired to represent the district. He stated that Ryan Hannan has sued our Fire Department in the past and he doesn't think it's in the best interest for the district to have Ryan Hannan in any district business. It is probably going to set

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us up for another lawsuit like before and our association is here trying to make sure we stand for what is right because what is right is what is good for the City of Fernley. He stated that he hopes that everyone on the Board makes good, informed decisions.

Mr. Edgington shared that 2 of his neighbors fell and wanted to say they were very well taken care of and wanted to thank the Ambulance crew that was on scene.

Mr. Jon Libke shared that "People First", we wonder sometimes if that includes the Fire Fighters and the boots on the ground, doing the job every day. He stated that we've had 15+ people who have left the district since he's been here. He said that he's had people in his academy tell him that they wouldn't take a job here and that he was going to work for the worst department in Northern Nevada. He shared that when he got hired, he was excited, he has family and friends that live here. He stated that a lot of people don't believe that firefighters are taken care of. He mentioned that were talking about kitchen remodels and we have firefighters here that still have PPE that is expired and NFPA says you are supposed to have 2 sets. He did say that that is being corrected and that is great and we're happy to see that. We are not meeting FPA, and a lot of the firefighters struggle to wash their gear and we are a busy department. He explained that a lot of us wear that with pride because they do the job. He stated that we love our community, but he believes the statement "People First" demands that we hold a very high standard, for ourselves, for the community and for the new people we bring in. The pool of people and the experience is not there anymore in the fire service. He stated that it is green, green, green people coming in and that terrifies him. He shared that he was looking into buying a house here and it scared him to raise a child her being so far from a PEDS hospital. He doesn't think we want green, green, green people who are maybe taught by 1- or 2-year other people. We hardly have a chance to train as much as he thinks we should because we are running so much. He wants to know, where is retention? It is a rough and dangerous job.

Mr. John Criscione shared that there seems to be no plan for retention. He stated that this place has become a revolving door over the last 3 ½ years. 15+, mostly paramedics have gone onto other organizations, not for money but for administrative reasons as well. They felt like they weren't taken care of here. He mentioned that those of you that live in District 2, we hired all these people in July so we could have staffing model that was a benefit to the community, 4 people here and 4 people there. We just lost 2 of our best paramedics that have walked through the door of this organization just in the last 4 months. He shared that one went back to a private Ambulance Company in Winnemucca and the other went to one of the neighboring organizations and not strictly for financial reasons. They felt like they were treated like garbage here. We don't mitigate those staffing issues by back filling the spots. On a lot of the days at Station 2, there are 2 people out there. What happens when the 2 go to Reno, one of them being the captain? You have no leadership out there, sometimes you're left with a 1-year firefighter by himself. What kind of service does that provide for the community?

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Mr. Criscione shared that we actually care about this community. The closest hospital is 45 minutes away, when that station is not staffed and that ambulance goes out, they have to wait for the ambulance from the other side of the district to come over. If they are unavailable, now we are waiting for an ambulance from Pyramid Lake. He is asking where is the plan for retention to hold onto some of these guys?

We are offered things like .10 raises; we are just going to continue to lose people. He shared that one of the positions is not filled and we're not back filling it, we are just dropping down to the minimum staffing. Is that good enough for the community? Is minimum good enough for this community? Most of us in this room don't think so. Our goal as an organization is to provide the highest level of service that we can to the community, to take care of them and to get them where they need to be. He thinks everybody in this room feels wholeheartedly about that, but he also thinks it is one sided at this point and that needs to change. If we're going to quite being a revolving door or a steppingstone to other organizations, we need to take care of the guys on the ground, doing the job 24 hours a day, staying up all night and away from their families because they love the job and the community.

There needs to be a plan and he doesn't think the plan includes new fuel tanks for \$65,000.00 and kitchen remodels for \$40,000.00, when these guys feel under appreciated and under paid. Mr. Criscione thinks that we need to do something as an organization to maintain that standard so people will want to come and work here and make this place a career department, not just a steppingstone to another organization. Right now, that is what it is, and the community deserves more than that.

Mayor McIntyre shared that he has been in Fernley for 63 years, almost his whole life. He was in the volunteer and ambulance service back in 1977, 1979. He remembers as a kid/young adult when there was a house fire, by the time they arrived at the fire, the house had burnt down. Chief Nicholl invited him to ride along to a house fire. He explained that it was organized chaos. Everybody knew what they were doing, and they all made everything flow. That showed him they everybody was working together, and they knew what they were doing, and he wanted to thank them for that. He stated that people come and go in any job, any organization, and any company. It's not something we like to see happen, but he shared that he looks at it as getting new ideas, new energy, new thoughts and new ways of doing things. Sometimes change is not a bad thing, and it is hard to lose good people. Keep positive thoughts on bringing new people in and making changes, hopefully for the better.

12. Adjournment*

Chairman McCassie adjourned at 1903.

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NOTE(s):	All items indicated by an aster	risk ("*") w	ere Acti	on Items.
	A complete and detailed recor Recorder May 16, 2023	d of this me	eeting w	as recorded on Micro SD
Respectfully	Submitted by:			
	offett, Administrative Assistant County Fire Protection District		-	July 13, 2023 Date
North Lyon		al of Minutes		
	<u>Арргоча</u>	ii or ivinutes	2	
	For A	Against A	Abstain	Absent
Approv	ved as Read			

Approved as Read

Approved with Corrections

June 15, 2023

Dan McCassie, Chairman

North Lyon County Fire Protection District

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MINUTES

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

June 15, 2023

1. Call to Order

The meeting was called to order by Director Harry Wheeler at 1800 hours. Directors present included Dan McCassie, Harry Wheeler, Mike Callagy, Paul Murphy, and Jay Rodriguez.

The Pledge of Allegiance was led by Director Jay 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 comments are limited to 3 minutes.)

Fire Captain Joe Mendoza stated that he is off duty for the record. He personally wanted to say that he thinks it is ridiculous that it has taken this long to get an investigation into a hostile work environment, while allowing the individual to continue to work. Mr. Mendoza stated that he has experienced and seen unethical decisions made by this Board and it is unacceptable.

- 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 and approve Board Minutes
- 3c. Review of Summary Reports

Mrs. Kasey Miller shared that there was a change made on the April 27, 2023, Board Meeting minutes, at the top of page 9. She did state that the new wording is in the minutes that they are about to sign. It is not in the draft that is in the packets because it was made a couple hours ago. Added at the top of page 9 is, Director McCassie asked the Board how they feel about 2 Battalion Chiefs, Director Wheeler said not at this time, Director Callagy also said not at this time and Chairman McCassie doesn't think he will have sensuous on that, if that's ok.

Director Callagy made a motion to approve the Consent Agenda. Director Rodriguez seconded the motion.

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PEOPLE FIRST

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The motion carried as follows: 5-0-0

McCassie Aye
Callagy Aye
Wheeler Aye
Murphy Aye
Rodriguez Aye

- 4. Discussion and possible action regarding Revenue and Expenditures*
- 4a. Enterprise Fund Revenue and Expenditures
- 4b. General Fund Revenue and Expenditures

Director Rodriguez made a motion to approve Revenue and Expenditures.

Director Callagy seconded the motion.

The motion carried as follows: 5-0-0

McCassie Aye
Callagy Aye
Wheeler Aye
Murphy Aye
Rodriguez Aye

5. Discussion and possible action regarding HR Investigation of Chief Nicholl*

Chairman McCassie shared that Chief Nicholl had a prior engagement and had already scheduled to be out of town.

Director Wheeler made a motion that he believes that Chief Nicholl engaged in conduct unbecoming to someone in his position. I move that Chief Nicholl be required to do all the following: 1) attend communication training recommended by Pool Pact and Human Resources, also to provide proof of completion.

Director Callagy seconded the motion.

Director McCassie asked if anyone has anything to add.

Director Murphy added that he feels, based on the number of complaints that we've received, we have had 2 individual complaints. He does not feel that going to a verbal warning is appropriate. He feels that somebody in this position, with years of experience, in the background should be expected more of, as an example for the department, in both professionalism and conduct. Director Murphy thinks it would be best to go to a written reprimand, also include anger management on top of the communication training and we can do the 18-month file retention of that written reprimand.

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Director Wheeler stated that he rescinds his motion, and he accepts the motion that Director Murphy makes on that. Director Murphy stated that we still have a motion on the floor. Attorney Brandi Jensen, for the record, stated that on the motion, he can ask the motioner to adjust his motion and the seconder must concur with the adjustment that is made. Director McCassie asked Director Murphy to repeat the adjustment. Mrs. Kasey Miller asked that everyone be very concise and clear for the record. Director Murphy asked Mrs. Brandi Jensen if it would be appropriate for him to restate the motion or to let it die and remake a motion. Mrs. Brandi Jensen shared that the way they would do it is, you could ask the motioner to please amend the motion as follows and then state what it is you'd like to have amended as such. Director Wheeler asked that the motion be amended to the way that Mr. Murphy stated it. Mrs. Brandi Jensen asked to clarify what the amendment was. Director Murphy stated to Director Wheeler, that he thinks it would be appropriate to amend the motion to include 2b, and in the blank it can say 18-months as he believes is policy.

Attorney Rebecca Bruch added that Chairman McCassie and Director Murphy, need to lay out specifically what they want, because they are referring to a document that is not going to be clear on record of what it is you want. She advised them to enunciate, exactly what they would like to see in the motion. Mrs. Brandi Jensen asked to assist if the Chairman approves. Chairman McCassie approves.

Mrs. Brandi Jensen stated that they were trying to attempt to restate the motion that the discipline be written discipline to Chief Nicholl. That the matter includes anger management, generally that is a 7-session course, including training through the Pool Pact with proof of said training as listed in the communications course.

Director Murphy stated that that document be retained in the employee file per district policy for 18 months. Mrs. Brandi Jensen asked if the motioner concurs, that would be the question. Mrs. Brandi Jensen confirmed that the motioner is Director Wheeler. Director Wheeler stated that he concurs. Mrs. Brandi Jensen then asked if the seconder concurs. Director Callagy answered, no. Mrs. Brandi Jensen stated that the original motion stands. Mrs. Brandi Jensen then shared with Chairman McCassie that he would then see if there is further discussion. If there is no further discussion, take a vote on the current motion on the floor. If that motion fails, then you can move to another motion. Chairman McCassie asked if we have an original motion and a second. Attorney Brandi Jensen stated that the current motion on the floor is that the matter be verbal discipline and to take a communication course. She asked Director Wheeler if that was correct, and he responded yes. She also stated that the seconder made that motion, so now you need to vote or have future discussion before you vote. Director Murphy stated that he has further discussion. He asked Director Callagy if he minded elaborating why he won't let that motion be amended. Director Callagy stated that he doesn't agree with the entire motion. Director Murphy then asked Director Callagy which parts he did not agree with. Director Callagy stated that he did not agree with the 18-month documentation in Chief Nicholls file. Director Murphy stated that that is standard language for district policy. Director Callagy stated that he understands that, but he just doesn't agree. Director Murphy asked if there was a more palatable time frame that would satisfy his concerns with that time frame. Director

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McCassie then shared that he thought Director Callagy disagrees with them both, the written and the time frame. Director Callagy agrees with attending anger management counseling recommended by Pool Pact and Human Resources and provide proof of completion and attend communication training as completed by Pool Pact, Human Resources and proof of completion.

Director Murphy also stated that from a Boards perspective, it behooves them to push that written reprimand that holds Chief Nicholl more accountable for those actions. It serves as an additional reminder, and it is a severity issue. Director Callagy shared that he understands but he disagrees.

Chairman McCassie made a motion to vote, all in favor.

The motion reads as follows: 4-1-0

McCassie Aye Murphy Nay

Callagy Aye
Wheeler Aye
Rodriguez Aye

Attorney Rebecca Bruch asked for clarification if there was an agreement about retention in the file. Director Callagy and Chairman McCassie added that that is not what they agreed on. All agreed that that was not part of the motion. Mrs. Kasey miller stated per policy, it stays in the file for 18-months.

6. Reports of Directors, Fire Chief, Fire Marshall, Staff, Volunteers, Local 4547, City of Fernley

Director Murphy would like to agenize for the next meeting that we review the City of Fernley contract for legal services. We also need to discuss and take possible action looking for other general legal counsel providers.

Attorney Brandi Jensen shared that she wanted to inform the Board that she truly enjoyed working as the Fire Departments attorney and has been at the City of Fernley for 13 years. She has decided to accept a position as the attorney for the State of Nevada Ethics Commission and her last day with the city will be the week of July 5, 2023.

Attorney Rebecca Bruch stated to Chairman McCassie that there is another issue that he may want to raise. In the instructions that she provided to him, in the event that there was not a termination, does he want to discuss issues related to the employees. Chairman McCassie shared that he has a statement on that.

Attorney Brandi Jensen asked Chairman McCassie to go back to item #5.

Director McCassie is going back to #5.

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5. Discussion and possible action regarding HR Investigation of Chief Nicholl*

Director McCassie shared that the statement is, after an extensive review and thorough investigation and allegations brought by 2 employees, against a supervisor. We have determined that 3 infractions over 4 years do not amount to a continued pattern of behavior and furthermore do not rise to the level of infraction or formal discipline beyond coaching and counseling by the Board Chair. Policy and infractions happen every day, most are unintentional, the supervisor authority given to all supervisors to discipline their servants rests on the supervisor's discretion to discipline based on the severity of the infraction. As such given the height and level against, in the district currently of the Board of Directors, hereby direct the Chief to formally aboard policy for considering concerning annual communication training for all employees. Director McCassie shared that we have discussed that and the second part of that was, it is important that we work to restore participation of the department both internally and with the community. Based on the current situation, I would move for at least the next six months, the Board will assume the supervisory of two employees who have filed complaints about Chief Nicholl for the purpose of evaluating job performance. Chief Nicholl will continue to be the supervisor for the two employees regarding the day-to-day operations of the department. Chief Nicholl is directed to report performance of disciplinary issues to the Chairman Board. The Board will take whatever actions are available to the Chief and are appropriate in conjunction with the department policies and the collected bargaining agreement. The employees would have the same rights available to them under the policy and collected bargaining agreement. The employees would have the same due process rights as our available, under the decision makers, as to the performance issues discipline or promotions of the two employees. At the end of six months, the Board will have the right to extend its authority over the two employees for whatever period of time the Board deems appropriate.

Director McCassie stated that was the motion and if there were any comments.

Director Wheeler seconded the motion.

Director Murphy would like him to amend his original motion to include the entire Board to be notified when these things come up. That way communication is streamlined through the Board, and we are all aware of things and not finding things out through third parties or emails. Chairman McCassie stated that he will gladly include that information.

Mrs. Brandi Jensen asked if the seconder conquered with that. Director Wheeler answered yes.

Chairman McCassie asked for all in favor.

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The motion carries as follows: 5-0-0

McCassie Aye
Callagy Aye
Wheeler Aye
Murphy Aye
Rodriguez Aye

Chairman McCassie stated that we will get back to #6

6. Reports of Directors, Fire Chief, Fire Marshall, Staff, Volunteers, Local 4547, City of Fernley

None.

7. 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 comments are limited to 3-minutes.)

Mr. Joe Mendoza, for the record, stated that he thinks it is absolutely ridiculous that the Board doesn't take a hostile work environment, where an employee was yelled at and degraded, unable to sleep for multiple days within that week, while on duty serving this community. He also stated that the Board literally swept it under the rug today. He cannot believe that they can go home and sleep peacefully, thinking that they are the puppets of the Chief, doing whatever he wants. He stated that we all knew that Jay was going to be elected before Jay was actually elected. Mr. Mendoza shared that all of these things that the Board is doing aren't seen. They are, and you guys should be ashamed of yourselves, each and every one of you.

Mr. John Renaud, for the record, has been in the meeting via zoom, shared that he is off duty on medical leave. He'd like to conquer with what Captain Mendoza had to say. He thinks that what was just handed out is completely egregious. Mr. Renaud stated that the Fire Chief is the representative of the district as a whole and the behavior that was lined out in the statements and the behavior demonstrated against Captain Mendoza in his capacity as Union President was unacceptable for anybody that works for the Fire District, let alone the Chief, who is the main representative of the fire district. For this to essentially be taken away with a slap on the wrist, is completely ridiculous. Mr. Renaud stated that the fire Chief needs to be held to a higher standard.

Mrs. Linda Carr shared that she retired from the school district and that she worked for principals. If principals acted the way that this took place, that principal would have had a written reprimand in their file. It is customary for everything to stay on file, per policy, for 18

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months. Second, to each Board Member, you represent North Lyon County Fire Protection District. You are here to watch over all these people, not just the Chief. Your job is to watch over every single one of your paid people that are supporting and defending this community. As voting people on the Board, vote for your own. She stated not to vote how someone else wants you to vote. Vote your own individual vote and be your own person.

8. Adjourni	ment*					
Chairman M	cCassie adjourned at 1	821.				
NOTE(s):	All items indicated A complete and det Recorder June 15,	tailed rec	400000000000000000000000000000000000000			ed on Micro SD
Respectfully	Submitted by:					
	ffett, Administrative A				<u>July 13, 20</u> Date	23
		Appro	val of Mini	<u>ites</u>		
		<u>For</u>	Against	Abstain	Absent	
Approv	ed as Read					
Approv	ed with Corrections					
	ie, Chairman County Fire Protection	District		July 13 Date	3, 2023	

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MINUTES

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

June 27, 2023

1. Call to Order

The meeting was called to order by Chairman Dan McCassie at 1802 hours. Directors present included Mike Callagy, Harry Wheeler, and Jay Rodriguez. Director Murphy was absent.

The Pledge of Allegiance was led by Chief Nicholl. 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 comments are limited to 3 minutes.)

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 Approval of Board Agenda

Director Wheeler made a motion to approve the Consent Agenda.

Director Callagy seconded the motion.

The motion carried as follows: 4-0-1

McCassie Ave Murphy Absent

Callagy Aye Wheeler Aye Rodriguez Aye

4. Discussion and possible action regarding the temporary extension of the introductory period for Captain Joe Mendoza pursuant to Personnel Policy 3.9.1, including a closed personnel session regarding possible action to temporarily extend the introductory period for Joe Mendoza*

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Chairman McCassie stated that the comment would be, would anyone like to make a motion to go into closed session to consider whether to extend Captain Mendoza's introduction period for a short period of time. To allow for sufficient opportunity to assess Captain Mendoza's ability to perform his job functions. The Board has the authority to go into closed session under NRS 241.0301, which states, exception of otherwise provided in this section and NRS 241.031 and 241.033, a public body may hold a closed meeting, considered the character alleged misconduct, professional incompetence, or physical or mental health of a person.

Director McCassie asked if there were any objections to that. Joe Mendoza stated that he objects to it. Attorney Rebecca Bruch asked him to identify himself for the record. He stated that his name is Joe Mendoza, North Lyon Fire, off duty, and he objects to it and would like the meeting to be an open meeting because these are all of his witnesses. Director McCassie stated that would be granted.

Director McCassie shared the open meeting remarks from the Chair. Captain Mendoza wants to confirm that the Board received proper and timely notice of this meeting, allowing him to respond. Attorney Rebecca Bruch interrupted, adding what Captain Mendoza needs to do, is to confirm that he was timely notified of this meeting. That is the requirement under the open meeting law. Chairman McCassie asked Joe Mendoza if he was properly notified. Joe Mendoza stated that he was given notice, but he does not know what the proper timing or posting notice was. Attorney Rebecca Bruch advised Chairman McCassie to ask Mr. Mendoza if he has any objection to go forward based on not receiving a timely notice. Chairman McCassie then asked Joe Mendoza if he had any objection moving forward, and Mr. Mendoza answered no. Chairman McCassie then stated that we will move forward. Chairman McCassie asked Joe Mendoza if there was anything that he would like to present. Attorney Rebecca Bruch added that Chairman McCassie may want to make a remark first. Chairman McCassie shared that as you all know, it was only twelve days ago that supervision of Captain Mendoza was transferred to the Board. In fairness to the Captain as well as to the Board, the purpose of this session is to give the Board time to look at Captain Mendoza's performance since his appointment as a Captain with the department. Chairman McCassie then asked Joe Mendoza if there was anything that he would like to present. Joe Mendoza stated that he is not sure what the allegations are, but he would like to remove Chief Nicholl from disciplining, promoting, or demoting him. He stated that his direct supervisor was Battalion Chief Myers, who was assigned to his battalion for the year. To have Chief Nicholl get involved with any of it, other than approving the step increase. It was not Chief Nicholls job, it was assigned to Battalion Chief Myers for his Battalion, by Chief Nicholl. Joe Mendoza stated, for them to have to evaluate him, instead of going off the evaluations of the Battalion Chief that you promoted and trusted with this department. Joe Mendoza stated that he thinks it is absurd. Attorney Rebecca Bruch advised Chairman McCassie to remind the Board, that only thing that is before you today, is to determine whether you are going to extend Captain Mendoza's probation for a very short period of time, to allow for an

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assessment to take place once you've had an opportunity to get up to speed. She also added that Captain Mendoza can present whatever he wants, but the only thing that can be considered is whether you're going to extend the probation.

As she said, he is welcome to present whatever he wants, pursuant to the 241 Notice that he received. Captain Joe Mendoza would like to add that there is no way that he thinks the Board is capable of performing an evaluation as a whole body, as none of them know what the job is or entails. He stated that there is no way that the Board can properly assess him. Whether it is running an incident, running medicals, running his crew, during trainings or on the highway during MVA's. They have no idea what we do out there and there is no way they have a proper baseline to assess him too. Joe Mendoza stated anything that he would present would be whatever anybody wants to say here today.

Chairman McCassie stated that based on the notices that Joe Mendoza received, we cannot consider anything you offer, other than the extension of probation. The Board would be in violation of the open meeting law. We are welcome to offer anything else you want to offer that will not be considered for tonight's agenda. Captain Joe Mendoza would ask that the Board not extend the probation. He shared that he thinks that it is going to cause the district a lot of harm to make that decision because there is nothing in his file. He stated that he has not been verbally warned or written up. The evaluations that the Board should have seen, that were written a couple of days ago, before he was given the notice, show that Captain Joe Mendoza exceeds standards. Captain Mendoza stated, for the Board to discipline him for exceeding standards would be harm to the district.

Captain Joe Mendoza commented that he is not sure of the sidebar conversation taking place, or what it is about, but he thinks it is disrupting the meeting. Chairman McCassie agreed.

Chairman McCassie explained that the sole purpose of tonight is to take over his supervising, and it is not to discipline him. With such short notice, the Board needs the time to evaluate. Joe Mendoza stated that he thinks the Board is wrong and it is obvious because they didn't pull the other Captain in here, that they removed him from his supervisory authority to evaluate his job duties. He shared that it is obvious targeting and retaliation for him bringing up a hostile work environment case against the Chief that has found him to be unbecoming of his position. Joe Mendoza stated that we can go over this all day long, he is here to stay. He added that they could fire him tonight and he promises that he will still be here. Attorney Rebecca Bruch suggested asking one more time if there was anything else that Captain Mendoza wanted to present. He suggested that he had witnesses that he wanted to call, and she added that he is free to do that if he would like to call witnesses.

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Chairman McCassie asked if Joe Mendoza had any witnesses to call. Captain Joe Mendoza does have witnesses and added if anyone wanted to stand up and speak on his behalf.

John Renaud for the record, stated that this is the letter that he wrote to the Board on behalf of Captain Mendoza.

"Dear Fire Board Members,

I am writing this letter to you on behalf of Captain Joe Mendoza, regarding a special meeting that he has been asked to appear at on June 27, 2023. He has known Captain Joe Mendoza since 2012. During his time with the district Joe has served as a Volunteer Firefighter, single role EMS provider, Firefighter EMT and his most recent position as Fire Captain. Mr. Renaud shared that he has had the pleasure of working alongside him while he was serving in all the abovementioned roles. During this time, he has worked with Captain Mendoza on numerous incidents ranging from everyday EMS calls to more complex incidents. In all aspects of whatever position he currently holds, Captain Mendoza has consistently displayed a passion for his job. He approaches his job with dedication, professionalism, confidence, and a strong customer service, oriented desire to accomplish whatever tasks are set out for him in a way that reflects the mission, vision, and values of the fire district. Along with these traits, Captain Mendoza consistently strives to provide the best customer service possible for the public. Whether it be something as complex as dealing with a grieving family who has just lost a loved one, acting as a patient advocate to ensure that our customers receive the highest most appropriate level of care or simply taking that extra moment on scene to speak with family members that have concerns regarding whatever the current situation is. He added that Captain Mendoza shows a consistent desire to go above and beyond for the public. Indeed, this community is Captain Mendoza's home, and he works hard to ensure that its members are taken care of. Mr. Renaud shared that he has served under Captain Mendoza since July 2022. During that time, he has served as an example of doing the right thing. Captain Mendoza is also tactically sound, skilled and an aggressive company officer. He knows what to do and when to do it. Along with sound tactical decision making, he never discounts crew safety or dynamics. He also stated that Captain Mendoza also fosters and encourages crew chemistry and member development. His instructions to the crew daily are always clear and concise. He makes sure that assignments are understood and is always able to answer any questions and aid wherever needed. It is often hard for a new Company Officer to establish trust and build a report with a new crew. However, Captain Mendoza has worked diligently in this area and Mr. Renaud can safely say that he is one of the few company officers whom he trusts completely. Lastly and most important to highlight is Captain Mendoza's sense of morality. Doing what's right is the most important thing to him. Often, doing what is right is not always the easiest choice. However, when presented with these situations, he does not hesitate to go the extra mile to stand up for what he believes in and for what is right. This trait, in Mr. Renaud's opinion, makes Joe Mendoza a strong company officer. At the end of the day, our job is about doing what's right, even if that means making a difficult decision that may cost us personally later on down the road. Time after time to include the current proceedings, Captain Mendoza has stood up for what he believes is right, even at great

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personal cost to himself. Putting oneself out there and doing what is right is not an easy thing to do, especially when those actions or decisions may have deleterious consequences personally in the future. Yet, time and again Captain Mendoza stood his ground and defended what was right. Characteristics such as these should be praised and encouraged, not met with denigration and arbitrary retaliation. Mr. Renaud urges the Board to look at these proceedings with an unbiased eye, even if you don't agree with Captain Mendoza on a personal level. He stated that their position demands that you put motion aside and look at the facts as they stand. This district is lucky to have a person like Captain Mendoza among its ranks. Disciplining him based on arbitrary, emotional factors, sets a dangerous precedent and sends a message to the other members that standing up for what is right will be met with the iron fists of censorship. The end result is that when faced with making the easy choice, or the right choice in the future, these members will feel that the district will not support making the decision to do what is right, less they be met with reprimands and pushback. If that becomes the standard, although that member will suffer the consequences in the interim, it is ultimately our customers and the public who will suffer the long-term consequences of such decision making and that is not acceptable."

Chairman McCassie asked if there were any other witnesses. There were none.

Director Callagy made a motion to extend Captain Mendoza's introductory period to allow the Board adequate time to prepare for an assessment of his performance. Once the Board has had time to prepare, Captain Mendoza will be provided with notice of a meeting to discuss his character, competence, or conduct, under NRS 241.033 and take possible action.

Director Wheeler seconded the motion.

The motion carried as follows: 4-0-1

McCassie Aye Murphy Absent

Callagy Aye Wheeler Aye Rodriguez Aye

5. Discussion and possible action to approve a contract for the investigation of an employee complaint*

Attorney Rebecca Bruch stated that in the Board Packet, there is the contract that was presented for their consideration from Dawn Christiansen.

Director Wheeler made a motion to approve the contract for the investigation of an employee complaint.

Director Rodriguez seconded the motion.

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The motion car	ried out as follo	ws: 4-0-1		
McCassie	Aye	Murphy	Absent	
Callagy	Aye			
Wheeler	Aye			
Rodriguez	Aye			
				blic participation until it has been s are limited to 3 minutes.)
Mr. Stephen En	nery stated that	there are m	ultiple people online an	d no one is unmuted.
hearing. He rec Emery stated the McCassie then	commended lett nat the recorder pasked if there w	ing the view puck is plac as anybody	vers know that it was pured directly in front of C	ine are having a hard time ablic comment time. Stephen Chairman McCassie. Chairman comment. Mr. Stephen
7. Adjournme	ent*			
Chairman McC	assie adjourned	at 1817.		
		d detailed r	asterisk ("*") were Ac record of this meeting	etion Items. was recorded on Micro SD
Respectfully Su	ubmitted by:			
				July 13, 2023
Shannon Moffe	ett, Administrati	ve Assistan	- t	Date

North Lyon County Fire Protection District

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Approval of Minutes

	For	<u>Against</u>	<u>Abstain</u>	Absent
Approved as Read				
Approved with Corrections			A	
		1	July 13	3 <u>, 2023</u>
Dan McCassie, Chairman			Date	
North Lyon County Fire Protection I	District			

NFPA - Major Fires - Top 3 Property Loss Fires Top 10 Records Of 16 Displayed

Incident Date Time	Incident Number	Arson Property Ownership	Property Use	Address	Civilian Deaths	Property Loss
04/30/2023 01:49:23	231183		Highway or divided highway	IR80W 43 MM WADSWORTH, NV 89442	1	\$560,000
04/29/2023 10:33:04	231171		Restaurant or cafeteria	110 MAIN FERNLEY, NV 89408	0	\$250,000
02/21/2023 15:19:43	230536		Residential, other	226 EMIGRANT FERNLEY, NV 89408	0	\$50,000
03/15/2023 17:35:29	230741		Highway or divided highway	IR80 W / PAINTED ROCK WADSWORTH, NV 89442	0	\$50,000
03/26/2023 08:28:07	230841		Street or road in commercial area	HILL RANCH RD & STATE ROUTE 427 WADSWORTH, NV 89442	0	\$50,000
05/11/2023 02:02:13	231271.1		Residential, other	306 LARIAT FERNLEY, NV 89408	0	\$50,000
06/02/2023 22:27:44	231510		Multifamily dwelling	540 SUNNY LN # B FERNLEY, NV 89408	0	\$50,000
06/21/2023 00:33:07	231703		Street or road in commercial area	1891 DUFFY FERNLEY, NV 89408	0	\$30,000
06/13/2023 21:24:43	231623		Residential, other	195 Circle Dr 7A City of Femley, NV 89408	0	\$25,000
06/27/2023 06:41:37	231760		Service station, gas station	480 TRUCK INN FERNLEY, NV 89408	0	\$10,000

NFPA - Breakdown of Structure Fires and Other Fires and Incidents Top 10 Records Of 18 Displayed

Basic Incident NFPA Type	Number of Fires	Number of Civilian Fire Deaths	Number of Civilian Fire Injuries	Estimated Property Damage and Contents From Fire (in Dollars)
*NA	3	0	0	
01. Private Dwellings (1 or 2 family), including mobile homes (FPU 419)	5	0	0	\$25,000
02. Apartments (3 or more families) (FPU 429)	1	0	0	\$60,000
04. All Other Residential (dormitories, boarding houses, tents, etc.) (FPU 400, 439, 459–499)	5	0	0	\$127,500
06. Public Assembly (church, restaurant, clubs, etc.) (FPU 100-199)	4	0	0	\$377,500
09. Stores and Offices (FPU 500-599)	1	0	0	
10. Industry, Utility, Defense, Laboratories, Manufacturing (FPU 600–799)	1	0	0	
11. Storage in Structures (barns,vehicle storage garages, general storage, etc.) (FPU 800–899)	1	0	0	
14a. Fires in Highway Vehicles (autos, trucks, buses, etc.) (IT 131–132, 136–137)	7	1	0	\$957,500
15. Fires outside of Structures with Value Involved, but Not Vehicles (outside storage, crops, timber, etc.) (IT 140,141,161–162,164,170–173)	5	0	0	

NFPA - 5. Total Residential Fires (Sum 1- 4 above)

Fires In Structures By Fixed Property Use (Occupancy)	Number of Fires	Number of Civilian Fire Deaths	Number of Civilian Fire Injuries	Estimated Property Damage and Contents from Fire
5. TOTAL RESIDENTIAL FIRES (Sum of lines 1 through 4)	11	0	0	\$212,500

NFPA - 13. Totals For Structure Fires (Sum 5 - 12 above)

Fires In Structures By Fixed Property Use (Occupancy)	Number of Fires	Number of Civilian Fire Deaths	Number of Civilian Fire Injuries	Estimated Property Damage and Contents from Fire
13. TOTALS FOR STRUCTURE FIRES (Sum of lines 5 through 12)	18	0	0	\$590,000

NFPA - 19. Total For Fires (Sum 13 -18 above)

Fires in Structures By Fixed Property Use (Occupancy)	Number of Fires	Number of Civilian Fire Deaths	Number of Civilian Fire Injuries	Estimated Property Damage and Contents from Fire
19. TOTALS FOR FIRES (Sum of lines 13 through 18)	48	1	0	\$1,602,500

NFPA - 25. Total For All Incidents (Sum 19 - 24 above)

Fires In Structures By Fixed Property Use (Occupancy)	Number of Fires	Number of Civilian Fire Deaths	Number of Civilian Fire Injuries	Estimated Property Damage and Contents from Fire
25. TOTAL FOR ALL INCIDENTS (Sum of lines 19 through 24)	1,885	1	0	\$1,663,500

NFPA - Breakdown of False Alarm Responses

Basic Incident NFPA False Alarm Type	Number of Incidents
02. System Malfunction (IT 730–739)	9
03. Unintentional (tripping on interior device accidentally, etc.) (IT 740-749)	5
04. Other False Alarms (bomb scares, etc.) (IT 721, 700)	126

NFPA - Fire Service Exposure and Injuries - Totals

	Exposed To Infectious seases	Total Firefighters Exposed to Hazardous Conditions	Total Firefighters with non-fatal Injuries
	0	0	
Report Filters			
Basic Incident Date Time:	is after 'This Year'		
Igency Name:	is in 'North Lyon County Fire Protection	n Dietrict	

Printed On: 07/10/2023 04:49:37 PM

Board/Council ARD Report

Runs by Response Disposition

Disposition Incident Patient Disposition (eDisposition.12)	Number of Runs	Percent of Total Runs
Patient Treated, Transported	823	62.82%
AMA - Patient Evaluated/Treated - No transport	234	17.86%
Patient refuse care	120	9.16%
Patient Evaluated/Treated - No transport	100	7,63%
Patient Treated, Transferred Care to Another EMS Unit	17	1.30%
Canceled (After Arrival At Scene)	10	0.76%
Canceled (Prior to Arrival At Scene)	3	0.23%
	1	0.08%
IFT - Patient Transported	1	0.08%
Standby-No Services or Support Provided	1	0.08%
	Total: 1,310	Total: 100.00%

Runs by Zone - District

Scene Incident Zone	Number of Runs	Percent of Total Runs
61	619	47.25%
62	413	31.53%
63	250	19.08%
Pyramid	15	1.15%
Central	8	0.61%
Storey	2	0.15%
Fallon/Churchill	2	0.15%
Truckee	1	0.08%
	Total: 1,310	Total: 100.00%

Runs by Time and Day of Call

Incident Day Name	Incident Three Hour Range Of Day 24	Number of Runs	Percent of Total Runs
Sunday	00:00:00 - 02:59:59	13	0.99%
	03:00:00 - 05:59:59	13	0.99%
	06:00:00 - 08:59:59	25	1.91%
	09:00:00 - 11:59:59	25	1.91%
	12:00:00 - 14:59:59	31	2.37%
	15:00:00 - 17:59:59	32	2.44%
	18:00:00 - 20:59:59	27	2.06%
	21:00:00 - 23:59:59	18	1.37%
Vionday	00:00:00 - 02:59:59	6	0.46%
	03:00:00 - 05:59:59	12	0.92%
	06:00:00 - 08:59:59	23	1.76%
	09:00:00 - 11:59:59	38	2.90%
	12:00:00 - 14:59:59	31	2.37%
	15:00:00 - 17:59:59	24	1.83%
	18:00:00 - 20:59:59	25	1.91%
	21:00:00 - 23:59:59	30	2.29%
Tuesday	00:00:00 - 02:59:59	6	0.46%
	03:00:00 - 05:59:59	5	0.38%
	06:00:00 - 08:59:59	11	0.84%
	09:00:00 - 11:59:59	30	2.29%
	12:00:00 - 14:59:59	34	2.60%
	15:00:00 - 17:59:59	32	2.44%
	18:00:00 - 20:59:59	3.36%	
	21:00:00 - 23:59:59	1.76%	
Wednesday	00:00:00 - 02:59:59	13	0.99%
	03:00:00 - 05:59:59	12	0.92%
	06:00:00 - 08:59:59	19	1.45%
	09:00:00 - 11:59:59	23	1.76%
1 of 5			Printed On: 07/10/2023 04:52:07 PM

1 of 5 Printed On: 07/10/2023 04:52:07 PM

Incident Day Name	Incident Three Hour Range Of Day 24	Number of Runs Per	rcent of Total Runs
	12:00:00 - 14:59:59	30	2.29%
	15:00:00 - 17:59:59	27	2.06%
	18:00:00 - 20:59:59	28	2.14%
	21:00:00 - 23:59:59	11	0.84%
Thursday	00:00:00 - 02:59:59	15	1.15%
	03:00:00 - 05:59:59	11	0.84%
	06:00:00 - 08:59:59	25	1.91%
	09:00:00 - 11:59:59	25	1.91%
	12:00:00 - 14:59:59	33	2.52%
	15:00:00 - 17:59:59	38	2.90%
	18:00:00 - 20:59:59	35	2.67%
	21:00:00 - 23:59:59	22	1.68%
riday	00:00:00 - 02:59:59	11	0.84%
	03:00:00 - 05:59:59	9	0.69%
	06:00:00 - 08:59:59	19	1.45%
	09:00:00 - 11:59:59	32	2.44%
	12:00:00 - 14:59:59	34	2.60%
	15:00:00 - 17:59:59	25	1.91%
	18:00:00 - 20:59:59	32	2.44%
	21:00:00 - 23:59:59	20	1.53%
Saturday	00:00:00 - 02:59:59	12	0.92%
	03:00:00 - 05:59:59	20	1.53%
	06:00:00 - 08:59:59	20	1.53%
	09:00:00 - 11:59:59	30	2.29%
	12:00:00 - 14:59:59	34	2.60%
	15:00:00 - 17:59:59	30	2.29%
	18:00:00 - 20:59:59	29	2.21%
	21:00:00 - 23:59:59	28	2.14%
		Total: 1,310	Total: 100.00%

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Runs by Hour of Day

Incident Hour Range Of Day 24	Number of Runs	Percent of Total Runs
00:00:00 - 00:59:59	29	2.21%
01:00:00 - 01:59:59	27	2.06%
02:00:00 - 02:59:59	20	1.53%
03:00:00 - 03:59:59	27	2.06%
04:00:00 - 04:59:59	30	2.29%
05:00:00 - 05:59:59	25	1.91%
06:00:00 - 06:59:59	42	3.21%
07:00:00 - 07:59:59	51	3.89%
08:00:00 - 08:59:59	49	3.74%
09:00:00 - 09:59:59	54	4.12%
10:00:00 - 10:59:59	63	4.81%
11:00:00 - 11:59:59	86	6.56%
12:00:00 - 12:59:59	80	6.11%
13:00:00 - 13:59:59	64	4.89%
14:00:00 - 14:59:59	83	6.34%
15:00:00 - 15:59:59	72	5.50%
16:00:00 - 16:59:59	75	5.73%
17:00:00 - 17:59:59	61	4.66%
18:00:00 - 18:59:59	81	6.18%
19:00:00 - 19:59:59	86	6.56%
20:00:00 - 20:59:59	53	4.05%
21:00:00 - 21:59:59	68	5.19%
22:00:00 - 22:59:59	45	3.44%
23:00:00 - 23:59:59	39	2.98%
	Total: 1,310	Total: 100.00%

Runs by Day of Week

Incident Day Name	Number of Runs	Percent of Total Runs
Sunday	184	14.05%
Monday	189	14.43%
Tuesday	185	14.12%
Wednesday	163	12.44%
Thursday	204	15.57%
Friday	182	13.89%
Saturday	203	15.50%
	Total: 1,310	Total: 100.00%

Average Run Time Summary Report (In Minutes)

Avg Unit Notified to Enroute in Minutes	Avg Unit Enroute to Arrived at Scene	Avg Unit Arrived on Scene to Left Scene	Avg Unit Left Scene to Arrived at Dest	Avg Patient Arrived at Destination to Patient Transfer of Care	Avg Patient Arrived at Destination to Unit Back in Service	Number of Runs
2.38	5.01	19.61	37.20	8.58	63.67	1,310

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Incident Complaint Reported By Dispatch (eDispatch.01) Breathing Problem	Number of Runs	Percent of Total Runs 10.38%
Falls	119	9.08%
Traffic/Transportation Incident	102	7.79%
Abdominal Pain/Problems	92	7.02%
Chest Pain (Non-Traumatic)	80	6.11%
Pain AN ALCO A	52	3.97%
Altered Mental Status	46	3.51%
No Other Appropriate Choice	45	3.44%
Convulsions/Seizure	43	3.28%
Psychiatric Problem/Abnormal Behavior/Suicide Attempt	35	2.67%
Back Pain (Non-Traumatic)	34	2.60%
Weakness/Lethargic	34	2.60%
Nausea/Vomiting	32	2.44%
Traumatic Injury	28	2.14%
Sick Person (weakness, etc.)	27	2.06%
Stroke/CVA	26	1.98%
Diabetic Problem	25	1.91%
Syncope/near-fainting	23	1.76%
Cardiac Arrest/Death	22	1.68%
Anxiety Attack	19	1.45%
Dizziness	19	1.45%
Unknown Problem/Person Down	19	1.45%
Overdose/Poisoning/Ingestion	18	1.37%
Alcohol intoxication	17	1.30%
Assault	16	1.22%
Heart Problems/AICD	16	1.22%
Hypotension / hypertension	15	1.15%
Hemorrhage/Laceration	14	1.07%
Allergic Reaction/Stings	12	0.92%
Lift Assist	11	0.84%
Unconscious/Fainting/Near-Fainting	10	0.76%
Epistaxis (Nosebleed)	9	0.69%
Fever	9	0.69%
Head Injury	9	0.69%
Animal Bite	8	0.61%
Headache	8	0.61%
Cardiac Arrest - Possible DOA	7	0.53%
Diarrhea	7	0.53%
Assist Police with a Citizen	6	0.46%
Pregnancy/Childbirth/Miscarriage	6	0.46%
Choking	5	0.38%
Chronic Illness/Medical Condition	5	0.38%
Eye Problem/Injury	5	0.38%
Automated Crash Notification	4	0.31%
Heat/Cold Exposure	4	0.319
Alcohol Detox/Withdrawal	3	0.23%
Auto vs. Pedestrian	3	0.23%
Cardiac dysrhythmia	3	0.23%
Dehydration	3	0.23%
Healthcare Professional/Admission	3	0.23%
Septic Shock	3	0.23%
Transfer/Interfacility	2	0.15%
Welfare Check	2	0.15%
Well Person Check	2	0.15%

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Stabbing	1	0.08%
Stab/Gunshot Wound/Penetrating Trauma	1	0.08%
Pediatric Fever	1	0.08%
Pandemic/Epidemic/Outbreak	1	0.08%
None	1	0.08%
Medical Alarm	1	0.08%
MCI (Multiple Casualty Incident)	1	0.08%
Incident Complaint Reported By Dispatch (eDispatch.01)	Number of Runs Pe	rcent of Total Runs

Runs by Destination Name

Disposition Destination Name Delivered Transferred To (eDisposition.01)	Disposition Destination Code Delivered Transferred To (eDisposition.02)	Number of Runs	Percent of Total Runs
		399	30.46%
Banner Churchill Community Hospital	90012	40	3.05%
Carson Tahoe Regional Medical Center	90011-1	5	0.38%
Northern Nevada Medical Center	90117	240	18.32%
Not Applicable		84	6.41%
Reno VA Medical Center	90099-7	19	1.45%
Renown Regional Medical Center	90134	448	34.20%
Renown South Meadows Medical Center	90135	4	0.31%
Sierra Northern	89521	24	1.83%
St. Mary's Regional Medical Center	90024	47	3.59%
		Total: 1,310	Total: 100.00%

Report Filters

Incident Date:

is after This Year

Agency Name (Dagency.03): is in 'North Lyon County Fire Protection District'

Printed On: 07/10/2023 04:52:07 PM

Management Analysis Prepared for you by National Business Factors, Inc.

Prepared for: **NORTH LYON COUNTY FPD** Client # NLFPD6250C

Period Ending: 06/30/23

_		Assig	nments	Cai	ncelled	Av	erage
	Date	#	Amount	#	\$ Amount	Age	\$ Bal
	Jul-22	-	-	-	-	**	_
	Aug-22	53	118,081	-	-	294	2,228
	Sep-22	4	10,980	-	- 1	335	2,745
	Oct-22	19	52,004	-	-	339	2,737
	Nov-22	2	5,068	-	-	344	2,534
	Dec-22	χ.		-	- [-	-
	Jan-23	51	126,135	_	-	299	2,473
	Feb-23	5	15,174	1	36	321	3,035
	Mar-23	21	63,850	-	-	346	3,040
	Apr-23	_			-	_	_
	May-23	33	88,904	_	-	243	2,694
	Jun-23	-	e; -	-	-	-	-
Totals		188	\$ 480,197	1	\$ 36	315	\$ 2,686
Net Assignments this year		187	\$ 480,161				

One year ago this month 3 \$ 8,21

Conting	ent Fee Collections	
Date		
Jul-22		2,929
Aug-22		251
Sep-22		25
Oct-22		25
Nov-22		25
Dec-22		525
Jan-23		25
Feb-23		3,543
Mar-23		510
Apr-23		25
May-23		2,329
Jun-23		1,164
	\$	11,376
	Date Jul-22 Aug-22 Sep-22 Oct-22 Nov-22 Dec-22 Jan-23 Feb-23 Mar-23 Apr-23 May-23	Jul-22 Aug-22 Sep-22 Oct-22 Nov-22 Dec-22 Jan-23 Feb-23 Mar-23 Apr-23 May-23 Jun-23

One year ago this month 2,577

Total Open Inventory

1,068,888

This Year's recovery %

3%

Inception Date (01-16-12) Recovery %

2%

Management Analysis Prepared for you by National Business Factors, Inc.

Prepared for:
NORTH LYON COUNTY FPD
Client # NLFPD6020C

Period Ending: 06/30/23

_		Assignments		Cancelled		Average	
	Date	#	Amount	#	\$ Amount	Age	\$ Bal
	Jul-22		-	-	-	-	-
	Aug-22	- 1	-	-	-	-	- '
	Sep-22	-	- 1	-	-	-	-
	Oct-22	-	-	-	-	-	-
	Nov-22	-	-	-	- [-	-
	Dec-22	-	-	_] - [-	-
	Jan-23	-	-	-	-	-	-
	Feb-23	-	-	-	-	-	-
	Маг-23	-	-	-	-	•	-
	Apr-23	-	-	-	-	-	
	May-23	-	-	-	-	-	-
	Jun-23	•	-	-	-	-	-
Totals			\$ -	[S] =	\$ -	W H	\$ -
Net Assignments this year		_	\$ -				

One year ago this month - \$ -

	Conting	ent Fee Collections
	Date	
	Jul-22	525
	Aug-22	366
	Sep-22	
	Oct-22	150
	Nov-22	160
	Dec-22	179
	Jan-23	200
	Feb-23	224
	Mar-23	1,823
	Apr-23	162
	May-23	84
	Jun-23	50
Totals		\$ 4,074
· · · · · · · · · · · · · · · · · · ·		

One year ago this month \$ 575

Total Open Inventory

\$ 2,810,222

This Year's recovery %

8%

Inception Date (01-16-12) Recovery %

8%



North Lyon County Fire Protection District

195 East Main Street Fernley, Nevada 89408

District Office (775) 575-3310 District Fax (775) 575-3314 www.northlyonfire.com

Jason Nicholl, Fire Chief

<u>Directors</u>
Daniel McCassie
Mike Callagy, Jr.
Harry Wheeler
Paul Murphy
Jay Rodriguez

To:

Board of Directors

From:

Kasey Miller, Office Manager

Date:

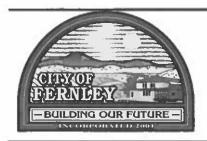
July 10, 2023

Re:

Revenue / Expenditure Report

There will not be a Revenue/Expenditure Report for the July 13, 2023 Board of Directors Meeting. I am working with the accountants to close out FY 2023 and enter the FY 2024 new budget into the system. During this transition the reports are not accurate.

Thank You



City of Fernley

Bill to:

Accounting North Lyon County Fire Protection District 195 East Main Street Fernley, NV 89408

Contract Description: Interlocal Contract-Agreement, Amendment A

Contract Term: FY20 thru FY29

Invoice Date: 7/11//2023

Date	Description	Hours	Rate/hr	Total	
7/11/2023	Legal Services for FY24			20,000.00	
	Subtotal (net 30)			20,000.00	
ļ					
	Late			100.00	
	Fees				
Total if paid after August 10, 2023 \$20,10					

Please make check Payable to: City of Fernley

Remit Payment to: 595 Silver Lace Blvd. Fernley NV. 89408

MARQUIS AURBACH—ATTORNEY FEE AGREEMENT (HOURLY RATE—Retainer and Security Deposit)

CLIENT: North Lyon County Fire Protection	RE: EMRB/Grievance Administration - Local FILE NO.: 17284-	
District	4547	

1. <u>FEES</u>. Client employs Marquis Aurbach Chtd. ("MAC") to represent it on the above matter and such other business matters as Client may request. Client agrees to pay for all services based upon MAC's current hourly rates. The terms of this Agreement shall govern all work to be performed for Client. Client understands that MAC's rates are subject to change at the end of each calendar year. MAC's current hourly rates are as follows:

Partners: \$250/hr. Associates: \$210/hr.

- 2. <u>COSTS</u>. Client understands and agrees that costs and expenses are not included in the above-mentioned fees and include, but are not limited to, filing and recording fees, deposition costs, witness fees, long distance telephone charges, telefax and mail charges, copy charges, etc. Client agrees to pay all such costs and expenses promptly as they become due.
- 3. **RETAINER**. Client hereby agrees to pay MAC a Retainer of \$0 which will be applied to MAC's initial work for Client. In addition, Client agrees to pay MAC a Security Deposit of \$0 which will be held in MAC's Trust Account. This Security Deposit will be held as security toward payment of invoices to Client. Client hereby grants MAC a security interest in these funds to secure payment of MAC's fees. In the event any invoice is not paid within thirty (30) days, Client authorizes MAC to draw-down such portion of the Security Deposit as is necessary to cover said invoice, which will be considered a default by Client. Upon termination or the conclusion of work, the balance of the Security Deposit and Retainer, if any, will be refunded to Client.
- 4. <u>INTEREST</u>. All invoices are due when billed. In the event that Client fails to pay the obligations to MAC within thirty (30) days, Client agrees to pay interest at a rate of one and one-half percent (1 ½%) per month on past due fees and costs.
- 5. <u>DEFAULT</u>. In the event Client is delinquent in payments due MAC, MAC will have the option to cease all further work on behalf of Client and apply any or all of the Retainer or Security Deposit, if applicable, to cure the default. MAC may institute collection efforts. In the event MAC recovers funds for Client, Client grants MAC a lien on such funds to the extent of any fees or costs due MAC.
- 6. TIMELY DISPUTE RESOLUTION. Client has a right to question the amount of monthly invoices or the individual time entries. However, in order for MAC to address issues raised by Client, timely notification is necessary. Therefore, Client agrees that Client will inspect each monthly invoice promptly and, if concerned, notify MAC in writing within thirty (30) days. Failure to notify within thirty (30) days of the date of an invoice will be deemed an acceptance of said invoice and a waiver of any objections thereto.
- 7. <u>ADJUDICATION OF AMOUNT DUE AND CHARGING LIEN</u>. In the event Client falls behind in payments to MAC with respect to any pending lawsuit, Client consents that the district court judge in that lawsuit may adjudicate the amount due MAC and enter an order designating that amount as due and as a lien on any sums Client may recover in that lawsuit.
- 8. **RESULTS**. Client understands that MAC has not and cannot guarantee results.
- 9. CLIENT COOPERATION. Client agrees to cooperate with MAC, including providing any documents and information requested. MAC agrees to keep Client apprised of significant developments, and to advise Client of any significant decisions or settlement offers relating to the matter. In addition, Client acknowledges that Client will review all documents submitted to Client for that purpose, will read all documents to be signed and will make inquiries of Attorney if there are any provisions Client does not understand. Pursuant to the Nevada Rules of Professional Responsibility, MAC retains the discretion to agree to such matters as extensions of time and continuance of hearing dates. The decision as to when and whether to proffer or accept settlement offers rests with the Client. It is solely the responsibility of the Client to determine whether and to what extent Client is authorized by its investors or others with regard to any instructions given by Client to MAC, and MAC is authorized to treat all directions from Client as fully authorized by appropriate means.
- 10. **SETTLEMENT**. MAC will not agree to any settlement without Client's consent.

- 11. **TERMINATION**. Either party may terminate this Agreement by giving written notice to the other. In the event fees or costs are owing to MAC upon termination, Client agrees to pay MAC such fees upon termination and further agrees that MAC will have a lien on any and all claims or causes of action on which MAC was working; on all funds or property which has been or is later recovered; and on all files and work papers produced by MAC.
- 12. THE FILE. As a matter of course, Client will be provided with copies of all important pleadings, documents and letters. In the event Client demands MAC's original file, Client agrees to pay for copies of all documents MAC wishes to retain. In the event that Client's account is delinquent, Client agrees to cure such delinquency before MAC provides Client with a copy of the entire file. Due to the proprietary nature of stored electronic documents, MAC will be under no obligation to provide electronic copies. Client understands that after all work is completed, MAC reserves the right to destroy the file after a reasonable period of time.
- 13. <u>AWARD OF FEES</u>. The above Agreement regarding fees shall not be altered in the event an opponent pays or a court awards a portion of the fees due MAC. Any such award will first go to MAC to pay any balance that may be due, and the remainder will be paid to Client.
- 14. MISCELLANEOUS. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that Nevada is the appropriate forum for any action relating to this Agreement. Should MAC be forced to retain counsel (either separate from or with Marquis Aurbach) Client agrees to pay the cost and expenses associated with such collection efforts at the standard hourly rate.

15. <u>COUNTERPARTS</u> . This Agreement may be signed in co	ounterparts or by facsimile.
DATED this day of July, 2023.	
MARQUIS AURBACH CHTD.:	CLIENT: North Lyon County Fire Protection District
Ву:	Ву:

Donald L. Christensen Attorney at Law Christensen Law Group, Ltd. 1285 Baring Blvd, #148 Sparks, NV 89434 July 12, 2023

> Tel: (775) 741-9539 donchristensen1908@gmail.com

Rebecca Bruch, Esq. Lemons, Grundy & Eisenberg 6005 Plumas St., Third Floor Reno, NV 89505

Via email only to rb@lge.net

Re: North Lyon County Fire Protection District: Investigation #4 regarding allegations by an employee of harassment and bullying.

Dear Ms. Bruch:

We are pleased that the North Lyon County Fire Protection District (the "District"), has decided to retain Christensen Law Group, Ltd., to provide investigative services with respect to the above-referenced matter effective July 12, 2023. The scope of the services that we have been asked to provide is to conduct an investigation concerning allegations of harassment and bullying made by an employee and prepare a report regarding the investigation which shall include our findings regarding the veracity of such allegations and our opinion regarding whether any policy of the District was violated by any alleged conduct.

Our fees are based on how much time is spent on this matter. My hourly rate is \$140.00. The District agrees to pay us at that rate for all the time incurred in connection with this investigation, except as noted below, and to reimburse us for the reasonable costs of any copies of documents made. Our expectation is that some or all of the interviews we conduct can be done remotely. If it becomes necessary to travel to Fernley, Nevada, in connection with this investigation, there will be no charge for any travel time to, or from,

Fernley.

We expect from our clients the highest degree of cooperation and assistance in order to accomplish a timely and complete investigation. The District agrees to fully respond to any inquiries we make, provide written materials or documents in a timely manner, and otherwise

provide us with all information necessary for us to complete the investigation. In order to ensure the independence of our investigation, we will be solely and exclusively responsible for identifying, developing, and evaluating the information, witnesses, documents, and any other evidence implicated in this investigation. From time to time, the District may be asked to assist us in accessing or gathering information related to the investigation. Under no circumstances, however, will the District or its agents, employees or officials attempt to direct or influence the investigation or our evaluation of the evidence.

We appreciate the opportunity to conduct this independent investigation. However, in the event you become dissatisfied with any aspect of our relationship we encourage you to bring such concerns to our attention immediately.

If the foregoing terms are acceptable, please have an authorized representative of the District sign below and return a signed copy of this letter to me.

Sincerely,

Donald L. Christensen, Esq.

Dan Chutemen

President, Christensen Law Group, Ltd.

Dated:

, 2023

Agreed:

North Lyon County Fire
Protection District



Sales Rep:		Service Rep:	Debra Mo	rin	Date:		7/17/2023		
Job Number:	EB904-01	Customer		North Lyon	County	F.P.D.	MILE	IMT EN	
Make:	PIERCE	Model:	Quantum	Type:	08 50	P	Pumper		
	Mai	ntenance C	ptions & De	scription	ns				
Semi-Annual C	hassis Preventative	Maintenance		Mark	"X" if ap	plies:		NA	
	ery 500 hours or once a y		ing of engine oil & filter	r, fuel filters, o	rank case	elemen	t, def fili	ter,	
transmission fluid	and filters, coolant filter,	pump service with o	il, differential service, o	complete chas	sis Iubrica	ation, an	d 104-pc	oint visual	
Annual Chassis	Preventative Maint	tenance		Mark	"X" if ap	plies:	X \$	2,695.00	
Chassis: Includes c	hanging engine oil, oil filt	er(s), fuel filter(s), e	ngine air filter, crank ca	se (element o	nly), def f	ilter, air	dryer se	rvice,	
	and filters, coolant filter,		r, differential fluid, com	plete chassis	lubricatio	n. 104 p	oint visu	al inspection	
	t and estimates for neede				20.411 +6	. III			
	Naintenance w/25 H		V 12 - 244 11 - 24		"X" if ap			NA	
•	hary and 25-hour inspecti	_			e adjustmo	ent if ne	cessary,	top off	
	d perform drift test on all	cylinders. Operate a	and inspect all ladder a		HVII id am	nline. I	VIČ	905.00	
A/C System Ma		land Barbar Office			"X" if ap	_		895.00	
	system and weigh Freon	56/2 ·	drier(s), clean compres	sor screen, cle	an evapo	rator scr	eens, va	cuum test	
TAK-4 Mainter	with Freon and perform sy	ystem leak test.		Mark	"X" if ap	nlies	(2)	NA	
	n and checks on all TAK-4	components includi	na propor rido hoight a				uired	IVA	
meiddes mspectioi	Tallo Cliecks Oll all TAK-4	components includi	ing proper ride rieignt a	na componen	t aujustiii	ents req	uneu.		
CAFS Annual N	laintenance			Mark	"X" if ap	plies:		NA	
Includes removal a	and replacement of all filt	ers, drain and refill f	luids. Operate and insp	ect all sytem	operation	upon se	rvice co	mpletion.	
Foam System I	łusky 3 Annual Mair	ntenance		Mark	"X" if ap	plies:		NA	
(Recommended A	nnually) Includes removal	and replacement of	f all fluids and filter, rer	nove and clea	n in-line f	oam stra	ainer(s).	Operate and	
inspect all system	operation upon service co	ompletion							
	erator Maintenance				"X" if ap	_		NA	
	nnually) Remove and repl			ations, perfor	m system	adjuster	nents if	necessary.	
	ors may require addition		arges)				-		
	g Filter Replacement			_	"X" if ap	•	X \$	595.00	
Includes removal a	and replacement of powe	r steering filter in re	servoir, cleaning of res	ervoir and refi	lling with	system	with pro	per fluid.	
Quantum Air S	tep Maintenance			Mark	"X" if ap	plies:	X \$	425.00	
(Recommended A	nnually) Includes removal	l and replacement of	f system filtration comp	onents, chec	k compres	sor ope	ration ar	nd settings,	
check and verify sy	ystem drain operation.								
Wheels Off Ins	pection			Mark	"X" if ap	plies:	X \$	425.00	
Remove all wheels	and inspect brake lining	s, rotors and drums.	Check for heat cracks a	and seals leaki	ng.				
Annual Pump	Test			Mark	"X" if ap	plies:	X \$	475.00	
Perform annual ce	rtification pump testing v	with written report							
Length of Tern	n: 1-10 years from Pi	ierce RFP date			No. of	years:	5007	1	
	<u> </u>		above listed sen	vices:			\$	5,510.00	
All work for ab	All work for above pricing is to be performed at a Siddons-Martin service facility. Pricing does not included shop supplies, travel or								
disposal fees. Any other parts and or labor not related to maintenance costs provided above will be approved by the department before further services are performed. Maintenance package pricing valid for 6-months from date of receipt.									
								-	
* Addi	tonal fees will apply for (DEM aerial inspection	on(s) recommended at	hourly interv	als if requ	ested b	y Custon	ner	

This maintenance package agreement is between your agency and Siddons-Martin Emergency Group (SMEG). In consideration for the amount charged under this agreement, your agency is entitled to receive the maintenance package services from any approved SMEG service center. The term of this agreement is continuous from the effective date to the expiration date.

In consideration for the amount paid by, your agency will receive the agreed upon number of scheduled maintenances as indicated above. Your agency can only use the agreed upon scheduled maintenance package on the vehicle listed above.

Your vehicle may require additional maintenance depending on use and mileage/hour accumulation.

By signing below, your agency acknowledges that:

- The information contained above is to the best of your knowledge correct. You have read this agreement, understand, and accept
 all the provisions herein including the fact that this agreement is non-cancelable, this agreement is not a warranty, an insurance policy,
 or a guarantee.
- Your agency will receive the number of scheduled maintenances as indicated in this agreement. Scheduled maintenance must be
 used consecutively within the guidelines of this agreement, with any missed scheduled maintenance being your agencies responsibility.
 Your agency can only use the scheduled maintenance on the vehicle listed above. Your agency is solely responsible for scheduling and
 ensuring that all services and maintenance required to keep your vehicle in safe working is performed. Your agency is solely responsible
 for scheduling and ensuring that all services and maintenances are performed that meet the manufacturers specification to maintian
- You agree that no verbal representation have been made that are not in the agreement. The maintenance package expires
 according to the term years indicated within the agreement.
 - The purchase price of this maintenance package is separate from the purchase price of the vehicle and is not a requirement to
 - This agreement is non-transferable.
 - This agreement does not cover, nor will the agreement pay for:
 - o Work performed by anyone other than a SMEG service center.
 - o Any items, products or labor not specifically listed under this maintenance package agreement.
 - · Your agency is responsible for scheduling all maintenance work with a SMEG service center.

Agreement: means the service maintenance package to include all parts, labor and pricing under this agreement.

You, Your, Agency: means the customer, business, organization and/or department named in the heading of the agreement.

Vehicle: means the vehicle described in the heading of the agreement.

SMEG: means Siddons-Martin Emergency Group dealer.

Scheduled Maintenance: specific intervals the vehicle manufactures has specified in the vehicles owner's manual as required vehicle maintenance either by hours, mileage or time under normal operations.

Agency Representative Signature	Agency	SMEG Authorized Rep
Date	Effective Date	Date
	Expiration Date	



p,	ละคะเทย ถอง ขุกกฤษพราร									
Sales Rep:	Thom Kowatch	Service Rep:	Debra Mori	n	Date:	7/	7/17/2023			
Job Number:	35051-02	Customer	No	orth Lyon	County F	.P.D.	W.A.			
Make:	PIERCE	Model:	Enforcer PUC	Type:	Denoted the second	Pun	per			
	Maiı	ntenance C	options & Desc	riptio	ns					
Semi-Annual C	hassis Preventative N		1	• •	"X" if appl	ies:	1	NA		
	ery 500 hours or once a y		ing of engine oil & filter. f			_	lef filt			
l'	and filters, coolant filter, p	-								
	Preventative Mainto				"X" if appl		_	2,695.00		
	hanging engine oil, oil filte		ngine air filter, crank case	(element o	only), def filt	er, air dr	_			
	and filters, coolant filter, p									
with written repor	t and estimates for neede	d repairs.								
Aerial Device N	/laintenance w/25 He	our Primary		Mark	"X" if appl	ies:		NA		
	nary and 25-hour inspection				e adjustmen	t if neces	sary, t	op off		
hydraulic fluids and	d perform drift test on all	cylinders. Operate	and inspect all ladder app							
My C System Women and						\$	895.00			
	Includes evacuate system and weigh Freon level. Replace OEM drier(s), clean compressor screen, clean evaporator screens, vacuum test									
	vith Freon and perform sy	stem leak test.			Doction of					
TAK-4 Mainten					"X" if appl		<u> </u>	NA		
Includes inspection	Includes inspection and checks on all TAK-4 components including proper ride height and component adjustments required.									
CAFS Annual N	laintenance			Mark	"X" if appl	ies:		NA		
Includes removal a	ind replacement of all filte	ers, drain and refill f	fluids. Operate and inspec	t all sytem	operation u	pon servi	ce cor	npletion.		
	lusky 3 Annual Main				"X" if appl		\$	1,295.00		
l'	nnually) Includes removal	-	f all fluids and filter, remo	ve and clea	an in-line foa	ım strain	er(s). (Operate and		
inspect all system	operation upon service co	mpletion								
	erator Maintenance				"X" if app	_		NA		
· ·	nnually) Remove and repla			ions, perfor	rm system ac	djusteme	nts if r	ecessary.		
	ors may require additiona		narges)		Health 4.4		I A			
	g Filter Replacement				"X" if app		\$	595.00		
Includes removal a	and replacement of power	steering filter in re	servoir, cleaning of reserv	voir and ref	filling with sy	stem wit	h prop	per fluid.		
Air Filter and d	Iryer service			Mark	c"X" if app	ies:		INC		
Recommend engin	ne air filter and air dryer se	ervice every 500 ho	urs, once a			101				
year, or as needed	depending on service cor	nditions.								
					. 95/11/25	2	 →	407.00		
Wheels Off Ins					c"X" if app	lies: X	\$	425.00		
·	and inspect brake linings	, rotors and drums.	Check for heat cracks and							
Annual Pump				Mark	("X" if app	ies: X	\$	475.00		
Perform annual ce	rtification pump testing w	rith written report								
Length of Term	n: 1-10 years from Pi	erce RFP date			No. of ye	ars:		1		
	Total Cost to Cu	stomer for All	above listed servi	ces:		\$	1	9,140.00		
All work for ab	ove pricing is to be perfo	rmed at a Siddons-	Martin service facility. Pi	ricing does	not include	d shop su	pplies	, travel or		
disposal fees.	All work for above pricing is to be performed at a Siddons-Martin service facility. Pricing does not included shop supplies, travel or disposal fees. Any other parts and or labor not related to maintenance costs provided above will be approved by the department before further services are performed. Maintenance package pricing valid for 6-months from date of receipt.									
* Addit	tonal fees will apply for C	EM aerial inspection	on(s) recommended at ho	ourly interv	vals if reque	sted by C	uston	ier		

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Scheduled Maintenance: specific intervals the vehicle manufactures has specified in the vehicles owner's manual as required vehicle maintenance either by hours, mileage or time under normal operations.

Agency Representative Signature	Agency	SMEG Authorized Rep
Date	Effective Date	Date
	Expiration Date	
	·	



Protesting the Bustomest

Sales Rep:	Thom Kowatch	Service Rep:	Debra Morin Date:				7/17/2023		
Job Number:	35051-01	Customer	No	orth Lyon	County	F.P.D.			
Make:	PIERCE	Model:	Enforcer PUC	Type:		P	Pumper		
	Mair	ntenance C	ptions & Desc	ription	1S				
Semi-Annual C	Chassis Preventative N				'X" if ap	plies:			NA
(Recommended e	very 500 hours or once a ye	ear) Includes chang							
transmission fluid	and filters, coolant filter, p	ump service with o	oil, differential service, cor					1-poi	nt visual
	s Preventative Mainte				'X" if ap			\$	2,695.00
	changing engine oil, oil filte		-						
	and filters, coolant filter, p		r, differential fluid, compl	ete chassis l	ubricatio	n. 104 p	oint v	/isual	Inspection
	rt and estimates for needed			Mark	'X" if ap	nlies.			NA
	Maintenance w/25 Ho		ricating all ladder points				2220	rv t	
Includes OEM primary and 25-hour inspection, cleaning and lubricating all ladder points, minor cable adjustment if necessary, top off hydraulic fluids and perform drift test on all cylinders. Operate and inspect all ladder appliances.									
A/C System M			mopost all toward upp		"X" if ap	plies:	х	Ś	895.00
		evel. Replace OFM	drier(s), clean compressor	•				T	
Includes evacuate system and weigh Freon level. Replace OEM drier(s), clean compressor screen, clean evaporator screens, vacuum test system, recharge with Freon and perform system leak test.									
TAK-4 Mainter				Mark	"X" if ap	plies:	. 23		NA
Includes inspection and checks on all TAK-4 components including proper ride height and component adjustments required.									
CAFS Annual N	Maintenance			Mark	"X" if ap	plies:			NA
	and replacement of all filte	rs, drain and refill f	luids. Operate and inspec		<u>`</u>		rvice	com	
	arra representative or on title	ray with the recent to	wpuisse tim midde			2 p 201 40			
Foam System	Husky 3 Annual Main	tenance		Mark	"X" if ap	plies:	Х	\$	1,295.00
l'	nnually) Includes removal a		f all fluids and filter, remo	ve and clea	n in-line f	oam stra	iner	(s). O	perate and
inspect all system	operation upon service co	mpletion							
	erator Maintenance				"X" if ap				NA
l'	innually) Remove and repla tors may require additional			ons, perforr	n system	adjuster	ment	s if n	ecessary.
	g Filter Replacement			Mark	"X" if ap	plies:	хI	\$	595.00
	and replacement of power		servoir cleaning of recon						
incidaes removal	and replacement of power	second mer mie	Jerron, eleaning of reserv	. On Alla IGII	441711	System	*******	p. 0p	ar reditor
Air Filter and	dryer service			Mark	"X" if ap	plies:			INC
	ne air filter and air dryer se	rvice every 500 ho	urs, once a						
year, or as neede	d depending on service con	ditions.							
Wheels Off In:	spection			Mark	"X" if ap	plies:	X	\$	425.00
	ls and inspect brake linings,	rotors and drums.	Check for heat cracks and		•				
Annual Pump					"X" if ap	plies:	Х	\$	475.00
	ertification pump testing w	ith written report		Mulk	ys it up	h		7	473.00
					No of	rears.	111	3111	3
Length of Term: 1-10 years from Pierce RFP date No. of years:						, Lui 3.	ċ	1	
Total Cost to Customer for All above listed services:					ad ab a :-	\$		9,140.00	
disposal fees.	All work for above pricing is to be performed at a Siddons-Martin service facility. Pricing does not included shop supplies, travel or disposal fees. Any other parts and or labor not related to maintenance costs provided above will be approved by the department before further services are performed. Maintenance package pricing valid for 6-months from date of receipt.								
* Add	itonal fees will apply for O	EM aerial inspection	on(s) recommended at ho	ourly interva	als if requ	ested b	y Cus	tom	er

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SMEG: means Siddons-Martin Emergency Group dealer.

Scheduled Maintenance: specific intervals the vehicle manufactures has specified in the vehicles owner's manual as required vehicle maintenance either by hours, mileage or time under normal operations.

Agency Representative Signature	Agency	SMEG Authorized Rep
Date	Effective Date	Date
	Expiration Date	



	an seem of About the state of t								
Sales Rep:		Service Rep:	Debbie N	Debbie Morin Date:			7/17/2023		
Job Number:	17340	Customer		North L	yon F.P.	D.			
Make:	INTERNATIONAL	Model:	SF647	Type:	ra lins	Tai	nker	in the second	
	Mair	ntenance C	ptions & Do		ns				
Semi-Annual C	Chassis Preventative N		·	.	"X" if ap	plies: X	\$	1,095.00	
	very 6 months depending u		e of apparatus) Inclu				heck	-	
l'	p, differential and coolant	*							
Annual Chassi	s Preventative Mainte	enance		Mark	"X" if ap	plies:		NA	
(Recommended e	very 500 hours or 6 month	s) Includes changin	g engine oil & filters,	fuel filter, air fil	ter, crank	case filter	, def fi	lter, air dryer	
	ion fluid and filter, coolant	filter, pump oil and	l filter, differential flu	id, complete ch	assis lubri	cation. 10	4-poin	t inspection	
of apparatus.					100.400.55				
*Annual SMEG Aerial Preventative Maintenance Mark "X" if applies: Includes cleaning and lubricating all ladder points, minor cable adjustment if necessary, top off hydraulic fluids and performance.							1	NA II	
_	= .		idjustment if necessa	ry, top off hydr	aulic fluids	and perfe	orm dr	ift test on all	
	and inspect all ladder app	nances.		8.8 4.41	HVII 12	alias. V	1 A	005.00	
A/C System M		and pulled October	delia (a) ala a a a a a		"X" if ap		1 7	895.00	
	system and weigh Freon k with Freon and perform sys		arier(s), clean compre	essor screen, cle	ean evapo	rator scree	ens, va	cuum test	
		sterri leak test.		Mark	"X" if ap	plies: X	\$	320.00	
	el water seperator very 300 engine hours or or	nce a vear Includes	replacement of fuel				1 3	320.00	
, recommended ev	ery 500 engine (1001) Of Of	ice a year, includes	replacement of fuel l	meer and luci W	arei sehgi	a.cor.			
Air filter				Mark	"X" if ap	plies: X	\$	330.00	
Recommended ev	very 300 engine hours or or	nce a year.							
Foam System	"Only" Annual Mainte	enance		Mark	"X" if ap	plies:		NA	
Includes removal	and replacement of all fluid	ds and filter, remov	e and clean in-line fo	am strainer(s).	Operate a	nd inspect	all sys	tem	
operation upon se	ervice completion								
	p Maintenance			Mark	"X" if ap	plies:		NA	
Recommended ye	early. Includes oil and filter,	air filter, and fule f	filter for aux pump.						
D	- mile - m - 1	- del 1		a.a., .1.	IIVII 14	ulias. N	_ ^	FAT AA	
	g Filter Replacement				"X" if ap			595.00	
includes removal	and replacement of power	steering filter in re	servoir, cleaning of re	eservoir and ref	illing With	system wi	ın pro	per fluid	
Wheels Off In:	spection			Mark	"X" if ap	plies: X	\$	425.00	
Remove all wheel	s and inspect brake linings,	rotors and drums.	Check for heat cracks	s and seals leaki	ing.				
Annual Pump	Test			Mark	"X" if ap	plies:		NA	
	ertification pump testing w	ith written report							
Length of Terr	n: 1-10 years from Pic	erce RFP date			No. of y	/ears:		1	
	Total Cost to Cu		above listed se	rvices:	·	\$		3,660.00	
All work for al	bove pricing is to be perfor				not includ				
	Any other parts and or la								
	ore further services are pe								
* Addi	itonal fees will apply for O	EM aerial inspection	on(s) recommended a	at hourly interv	als if requ	ested by (ustor	ner	



Proceeding the Spectroes Sales Rep: **Debra Morin** 7/17/2023 Service Rep: Date: 22879 North Lyon County F.P.D. Job Number: Customer Make: HME Model: Wildland Type: **Brush Truck Maintenance Options & Descriptions** Mark "X" if applies: Semi-Annual Chassis Preventative Maintenance (Recommended every 500 hours or once a year) Includes changing of engine oil & filter, fuel filters, crank case element, def filter, transmission fluid and filters, coolant filter, pump service with oil, differential service, complete chassis lubrication, and 104-point visual Mark "X" if applies: X \$ **Annual Chassis Preventative Maintenance** Chassis: Includes changing engine oil, oil filter(s), fuel filter(s), engine air filter, crank case (element only), def filter, air dryer service, transmission fluid and filters, coolant filter, pump fluid and filter, differential fluid, complete chassis lubrication. 104 point visual inspection with written report and estimates for needed repairs. Mark "X" if applies: Aerial Device Maintenance w/25 Hour Primary Includes OEM primary and 25-hour inspection, cleaning and lubricating all ladder points, minor cable adjustment if necessary, top off hydraulic fluids and perform drift test on all cylinders. Operate and inspect all ladder appliances. 895.00 Mark "X" if applies: X A/C System Maintenance Includes evacuate system and weigh Freon level. Replace OEM drier(s), clean compressor screen, clean evaporator screens, vacuum test system, recharge with Freon and perform system leak test. **TAK-4 Maintenance** Mark "X" if applies: NA Includes inspection and checks on all TAK-4 components including proper ride height and component adjustments required. Mark "X" if applies: NΑ CAFS Annual Maintenance includes removal and replacement of all filters, drain and refill fluids. Operate and inspect all sytem operation upon service completion. Mark "X" if applies: Foam System Husky 3 Annual Maintenance (Recommended Annually) Includes removal and replacement of all fluids and filter, remove and clean in-line foam strainer(s). Operate and inspect all system operation upon service completion Mark "X" if applies: Hydraulic Generator Maintenance (Recommended annually) Remove and replace filters and fluids, check all system operations, perform system adjustements if necessary. (Mounted generators may require additional parts and labor charges) Mark "X" if applies: X Power Steering Filter Replacement and Flush Includes removal and replacement of power steering filter in reservoir, cleaning of reservoir and refilling with system with proper fluid. Mark "X" if applies: INC Air Filter and dryer service Recommend engine air filter and air dryer service every 500 hours, once a year, or as needed depending on service conditions. Mark "X" if applies: 425.00 Wheels Off Inspection Remove all wheels and inspect brake linings, rotors and drums. Check for heat cracks and seals leaking. Mark "X" if applies: 475.00 **Annual Pump Test** Perform annual certification pump testing with written report Length of Term: 1-10 years from Pierce RFP date 2 No. of years: Total Cost to Customer for All above listed services: Ś 10,170.00 All work for above pricing is to be performed at a Siddons-Martin service facility. Pricing does not included shop supplies, travel or disposal fees. Any other parts and or labor not related to maintenance costs provided above will be approved by the department before further services are performed. Maintenance package pricing valid for 6-months from date of receipt. * Additonal fees will apply for OEM aerial inspection(s) recommended at hourly intervals if requested by Customer