



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

Notice of Meeting

Date: Thursday April 11, 2024

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

Location: 195 East Main Street
Fernley NV 89408
or Virtual Zoom Meeting

Directors

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

Join Zoom Meeting at:

<https://us02web.zoom.us/j/86573718681?pwd=bUloZG1ZK2xCZVV2amRhd2N0anBwdz09>

Dial: 1-253-215-8782 Meeting ID: 865 7371 8681 Passcode: 253962

NLCFPD Board of Directors Meeting Agenda

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

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

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

3b. Review & Approve Board Minutes

3c. Review of Summary Reports

Discussion and possible action regarding Revenue and Expenditures*

4. 4a. Enterprise Fund Revenue and Expenditures

4b. General Fund Revenue and Expenditures

5. Discussion and possible action regarding use of Station 61 for FHS Music Boosters and Lyons Club Breakfast Fundraisers*

6. Discussion and possible action to approve Interim Fire Chief Employment Contract*

7. Discussion regarding Station 63

8. Discussion and action to set dates and times for Budget Workshop and S.O.P. Workshop *

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

- Public Comment (No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comment, whether on action items or public comment, is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda. Additionally, if you wish you can comment in person at the meeting or use the Raise your Hand feature in Zoom.)
- 10.

11. 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. April 8, 2024:

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

Distribution: To ALL persons requesting notification.

PEOPLE FIRST

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

North Lyon County Fire Protection District
195 East Main Street
Fernley, Nevada 89408
District Office (775) 575-3310 District Fax (775) 575-3314

MINUTES

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

March 14, 2024

1. Call to Order

The meeting was called to order at 1840.

Directors present included Paul Murphy, Dan McCassie, Harry Wheeler, Jay Rodriguez, and Michael Toombs.

The Pledge of Allegiance was led by Dan McCassie. 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.)

Mrs. Kasey Miller shared that her father-in-law, John Picetti had recently passed away and his services were held at Station 61 last Saturday. He was a member of the department for over 30 years, a Fernley Volunteer member, and a North Lyon Fire Volunteer. She wanted to thank the department for everything everybody did to help. She shared a special thank you to Tim Myers, Steven Kuntz, Becki Howlett who came in off shift, and the on-duty crew, Captain Criscione, Jonathan Libke, Karigan McDonough, Jeremy Deegan, and Zack Neves for all of their help and how grateful she was for everyone going above and beyond. She stated that there were over three hundred people here and everybody noticed their presence and kindness. She added that everyone showed what a fire family is, what we are, and what we can be again.

Mr. Randy Grooms, Recruitment Coordinator for Western Fire Chiefs Association. He shared that the Western Fire Chiefs Association partners with fire departments across the Western U.S. to help them find quality leaders. This year they have completed 4 successful recruitments for chief officers in western states. He shared that the Western Fire Chiefs have worked hard since November 2023 in conducting a professional, independent, and unbiased recruitment to find the best candidate possible to help lead the North Lyon County Fire Protection District. Mr. Groom stated that at the beginning of this process, he came and spent two days getting to know the department and the community. He shared that they developed outreach materials and extended this opportunity to thousands of potential candidates locally, regionally, and across the country. After the initial screening, we conducted interviews with fourteen qualified candidates. He shared that the most qualified candidates were invited to interview with a panel that included

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

legal counsel, district representatives, Fire Chiefs from neighboring departments, and The City of Fernley Leadership. In the final phases, we narrowed the field to the top four candidates. Of these, one did not maintain their high ranking in the process, and one withdrew. He added that the top two candidates are here tonight. Both have been stand-out candidates throughout the process and came into this week with enthusiasm for the opportunity and belief that they could serve this district well. Both are from out of state and have no connections to the current administration. He added that yesterday both candidates met with individuals from all areas of this department, as well as the community from early morning into the evening. He stated that he looks forward to you meeting these two candidates and giving them their well-earned consideration as we arrive at this final step in the process.

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

Chairman Murphy stated that Attorney, Becki Bruch is requesting that they bump item 8 for time constraints on her end.

Mrs. Becki Bruch recommended that Chairman Murphy make a record that Chief Nicholl accepted service of the 241 notice and had no objections, and to make note if he is in attendance of the meeting or not before we move forward.

Chairman Murphy stated that we will finish the Consent Agenda and move item 8 into the item 4 slot and that will bump everything down, and we will make that disclosure at that time.

Director Wheeler made a motion to approve the CONSENT AGENDA.

Director Rodriguez seconded the motion.

The motion carries as follows: 5-0-0

Murphy Aye

McCassie Aye

Wheeler Aye

Rodriguez Aye

Toombs Aye

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

8. Discussion and possible action to place Chief Nicholl on paid administrative leave pending the resolution of various personnel matters*

Chairman Murphy shared that Chief Nicholl was noticed under 241, he did accept the signed notice and is not present tonight.

Director McCassie asked what the resolution of various personnel matters means. Chairman Murphy shared that we have multiple personnel issues ongoing, as well as an employee coming back to work after being awarded their job back, after a wrongful termination suit that went through arbitration. The Board felt that it was best to insulate the situation, and not cause more issues for the district to have the employee and the Chief together within the organization physically. Director McCassie added that he agrees but he's asking if this includes any grievances, MRB's, or any legal matters. Chairman Murphy stated that there are currently two ongoing investigations against the Fire Chief that are not subject matter until they've been resolved by the Board. He added that those are reasons to place him on leave. Director McCassie asked if they could change the possible action for administrative leave. Chairman Murphy stated that he thinks it would be appropriate to make this an indefinite leave of absence not to exceed July 7, 2024. He added that we could give ourselves the leeway to come back and then change that, if need be, pending the results of any of the investigations.

Attorney Becki Bruch stated that she has not reviewed the 241 notice, and she suggested looking it over to make sure that we are not discussing anything outside the scope of the 241 notice.

Chairman Murphy continued to read the 241 notice to the Fire Chief from the Chair, dated March 7, 2024, and it reads as follows:

Per NRS 241, you are being notified of a meeting on Thursday, March 14, 2024, at 1830 hours in the meeting room of the North Lyon County Protection office located at 195 E. Main Street, Fernley, Nevada, for the purpose of discussion and possible action regarding the following:

1. Discussion and possible action to place Chief Nicholl on paid administrative leave pending the resolution of various personnel matters.

You may be represented by an attorney or other representative.

Mrs. Becki Bruch stated that she is comfortable with the 241 notice and the agenda. She added that it was intentionally made broad so that the potential issues that are going to arise because of the pending investigations and the return of the employee after arbitration, being reinstated to his job. Director McCassie added that he doesn't want to see us get caught in a catch-21, and he stated that there is a lot of distrust between the District and the Union.

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

Chairman Murphy shared that he spoke with our general council, Aaron Mouritsen regarding what paid administrative leave looks like to make sure it is done appropriately. He added that the Board has been given the okay to place Chief Nicholl on leave for the reasons noted, and they would expect him to maintain normal work hours from 8 a.m. to 5 p.m., within 1-hour response of the district property, and Station 61 is probably appropriate.

Mrs. Becki Bruch also added that he is not to conduct any kind of business on behalf or in his capacity as the Chief or an employee of the district.

Director McCassie stated that he has a conflict with the 1 hour to respond and that there should be no reason for the Chief to be at the station. He added that he can conduct business from home, but there should be no reason for the Chief to walk through the door. Mrs. Becki Bruch added that to respond just means to answer the phone. She explained that if there was information on his computer and passwords were involved. In theory, she added that that should all be able to be done over the phone but if not, she doesn't want him to say that he can't come down to the station because that is not what is on my notice of paid administrative leave.

Director McCassie stated that Chief Nicholl should not have to be on scene or come to the fire station with the return of Mr. Mendoza. He stated that it would be a conflict and there is no reason for him to be in the fire station. Chairman Murphy stated that no other individuals have been noticed for this meeting under 241, so they will need to keep other names out of it.

Mrs. Bruch shared that if they use the word respond, it leaves it broad enough and if you want to add some language he is not to appear at the station for any reason unless instructed. She doesn't want to foreclose that in case he is needed for an emergency reason. Chairman Murphy added that they can add the stipulation to be accompanied by two Board Members. Mrs. Kasey Miller stated that there is language in the Personnel Manual regarding paid administrative leave.

All Board Members had a discussion and clarified the verbiage before making a motion. Not permitted to conduct district business while on leave, unless permitted, not permitted to be on district property without two Board Members present, will maintain a normal 8 a.m. to 5 p.m., with a 1-hour lunch workday. He stated that we are not paying for vacation, it is administrative leave, which is in lieu of work, and to be available by phone during business hours.

Director Toombs is clarifying that the 1-hour response time, he is going to be in a 1-hour response mode, not within a certain radius of the district. He asked Chairman Murphy if that was the recommendation. Chairman Murphy stated that his only concern is that they are not paying people to go on vacation and travel the country, they still need to be available by phone but added that you can be available by phone in Florida on the beach. He added that this is not giving somebody a paid vacation, this is putting someone on paid administrative leave. Director Toombs explained that he wanted to make sure that all parties were aware of the stipulations that we were going to be making a potential motion. Mrs. Bruch added that he needs to stay in town and if need be, be available. She added that Chief Nicholl is on the payroll, and if during that time, needs to take a vacation, he can then make that request and they can deal with that when

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

the time comes. Chairman Murphy asked that as part of this, there be notices if he does choose to leave and do vacation.

Chairman Murphy made a motion to place Fire Chief Jason Nicholl on paid administrative leave. during this administrative leave time he will not be permitted to conduct district business while on leave, unless permitted by the Board. He will not be permitted to be on district property without 2 Board Members present. He will maintain an 8 a.m. to 5 p.m. workday with a 1-hour lunch and will be available by phone during business hours. This will begin effectively on March 14, 2024, and run indefinitely until no later than July 7, 2024, unless summoned by the Board for matters pertaining to current investigations.

Director McCassie seconded the motion.

The motion carries as follows: 5-0-0

Murphy	Aye
McCassie	Aye
Wheeler	Aye
Rodriguez	Aye
Toombs	Aye

4. Discussion and possible action regarding Revenue and Expenditures*

4a. Enterprise Fund Revenue and Expenditures

4b. General Fund Revenue and Expenditures

Chairman Murphy stated that the Fire Chief is not present and usually presents on this, he asked the Board if there is any discussion that anyone would like to bring up. The Board discussed and agreed to table this item.

5. Discussion and possible action to withdraw from Western Fire Chiefs Association MOU regarding hiring District Assistant Fire Chief, notice to WFCA for termination of MOU within 30 days*

Director McCassie suggested that we go to item 6 first, and then we could have that other discussion. He stated that these gentlemen came from far away to interview here.

Chairman Murphy stated that he appreciates the candidates for showing up and suggested to see if we have an appetite for item 5 because if it passes, he stated that he does not want to waste anyone's time, and if it doesn't pass then we will hear everybody.

Chairman Murphy shared that the first time they used this process there were a lot of questions that weren't answered. He added that this is the second time, and we are having some of the

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

same issues and the big items are that we were told that this would be a confidential process. People were hearing names and locations before our candidates showed up here. Chairman Murphy stated that Chief Nicholl came from Western Fire Chiefs, and he was a consultant to this department when we hired him. He added that was the first confusion during that process, asking how an evaluator becomes a candidate without going through the process, and how they jump the other candidates. Looking back at that and what is going on now, this process does not feel confidential to him. He feels that people know what is going on and he thinks the proximity of the Chief and Western Fire Chiefs is too close and there is too much room for that communication to happen to make this a non-confidential process. He is unsure of who leaked the information, but it wasn't what they were told as a Board. He explained that the Board expected more involvement and there was not, and that is a big conflict and because of it, it presents a situation where the process can be manipulative. Chairman Murphy added that this is his opinion. He explained that he looked at the quality product that Western Fire Chiefs provided for us and the record number of grievances in the past four years, a record number of complaints against the Fire Chief, and a record number of arbitrations in the department's history within one year, in which two of them have already been lost, and it will cost the taxpayers a lot of money. Chairman Murphy gave an example of buying a car at a car lot, the car doesn't work, he has a lot of mechanical issues, and he's probably not going back to that car lot and getting another car from them. He added that that is the simplest way that he can explain the way he feels about the process. It sounds great on paper, but he feels that there is too much room for fudging on it. Director McCassie disputes Chairman Murphy's opinion. He stated that when they hired Chief Nicholl, they had 5 great years with the conflict of the Union, and with that conflict of the Union, there has been nothing but chaos. He added that we had a good Chief who did a lot for the community, the district, and this fire department. He shared that he knows of a lot of things that the Chief did that he never got credit for. He stated that at that time he was in charge of the committee. He explained that they had seven candidates and that several candidates were not qualified, and that is how we got Chief Nicholl. He came here along with two other individuals and the Board got to meet them and that is how he was hired. He added that it is not a used car thing and that we forget to give the Chief credit for that. Director McCassie shared that there are already rumors that the Union has already picked a Chief and that it is somebody who works here. He added that we have experienced that in the past, the last Chief before Chief Nicholl. He added that he was very arrogant and asked how that turned out, and that is why we chose to hire a company to recruit qualified candidates to come and apply for this position. That is why we interviewed them and picked the best. Director McCassie stated that there is an individual who has been telling everybody that he is going to be the next Fire Chief. He added that a Board member commented that that person had already met with the Board members and already knew what was going to happen. He stated that it was too bad that we hired this company to come all of this way, costing the district money, and were not going to give them the chance because we want to keep it in-house. He added that he believes that the Union is going to run this operation. Chairman Murphy stated that he had not heard that rumor and Director McCassie clarified that it is not a rumor, he just can't share the name right now.

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

Director Toombs shared that based on the short time he has been on the Board, his concern is that in the first meeting that he attended, two agenda items were presented that night for discussion, with a total of about \$60,000.00 for repairs on apparatus and repairs to Station 61. He shared that when Chief Nicholl was asked where the money was coming from for repairs, he responded that he did not know. From a financial standpoint, we are hiring our second highest-paid employee in the district, and he doesn't have a good feeling that we have the resources to pay for that individual. Director Toombs added that he doesn't want to hire someone that they cannot pay for. He is worried that they didn't have \$60,000.00 to pay for two repairs that night, and now we are discussing hiring an employee who will be the second highest paid. He added that he based his decision on a month and a half of being on the Board with his promises as to why he wanted to do this and what is best for the district and the city. Director McCassie stated that makes more sense that it was presented that way rather than a used car.

Director McCassie asked what they were going to do for a Chief, an Interim Chief, or day-to-day operations of leadership. Chairman Murphy asked the Board if they had any opinions to add to the matter. Director Wheeler stated that we started this process on November 9, 2023, and now we are in March of 2024, and he agrees with Director Toombs. Director Rodriguez added that he agrees with Director Toombs.

Director McCassie added that they still need to discuss day-to-day operations. Chairman Murphy stated that it is not subject to this, and it is not on the agenda. He is recommending that we talk about a date to get a special meeting set up for as early as next week to discuss this. Director McCassie asked if we could include that in the April 3rd Board Meeting, and Chairman Murphy stated that was too far out, we need to have it next week, and he wants to make sure all Board members can attend.

Director McCassie shared that he was able to have conversations yesterday with both candidates and they were both positive knowing the chaos going on. They were both optimistic about fixing the issue. Director Toombs added that the Fiscal Stewardship of government is one of the bedrock foundations of ensuring the sustainability of any government agency or any government. He shared that he was impressed with both candidates but from where he's looking at it, we need to know where we are first.

Chairman Murphy shared that he had a phone conversation with Mr. Randy Grooms from Western Fire Chiefs and said that he would advocate for one of his requests which is making our candidate's whole. He asked if this vote goes through and we don't hear the next two agenda items if he would be patient with us, let us finish the next two items and this vote and add that to the end of this meeting for a subsequent meeting. Unfortunately, we cannot discuss or vote on it tonight.

Mr. Grooms commented that Western Fire Chiefs will reimburse the candidates for expenses, and they will work with the district to reimburse them. Chairman Murphy stated that if the Board chooses to do so, yes.

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

Director Toombs made a motion to withdraw from the Western Fire Chiefs Association MOU regarding hiring a District Assistant Fire Chief, notice to WFCFA for termination of the MOU within 30 days.

Director Wheeler seconded the motion.

The motion carries as follows: 4-1-0

Murphy Aye McCassie Nay

Wheeler Aye

Rodriguez Aye

Toombs Aye

Chairman Murphy asked the candidates if they could stay because he would like to have a discussion with them before they leave.

Chairman Murphy stated that because of item 5, he thinks it is appropriate not to hear agenda items 6 and 7. He asked the Board if they had any conflict with that at this time and they responded no, and they agreed to not hear 6 and 7 due to the outcome of item 5.

6. District Assistant Fire Chief Interviews

7. Discussion and possible action to hire a District Assistant Fire Chief*

Chairman Murphy reminded everyone that they already discussed item 8 and would move on to item 9.

9. Discussion and action to establish a new District negotiations team, to include Director Toombs and Director Murphy, for CBA cycles 2023-24 and 2024-25*

Chairman Murphy stated that there was a special meeting on February 29, 2024, to discuss a grievance from the Union that went to a Step 2 level of grievances per the Collected Bargaining Agreement. The Board will then take over on that matter and if it doesn't pass Step 2 and doesn't get resolved it can go to arbitration. He added that Director Toombs and himself met with the Union to hear their grievance after some discussion at the February 29, 2024, meeting. the Board decided to move it to tonight. There is a specific agenda item to address that, and if there are any concerns as to why they are not discussing it again tonight, it was discussed at the February 29, 2024, meeting.

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

Director Rodriguez made a motion to establish a new District negotiations team, to include Director Toombs and Director Murphy, for CBA cycles 2023-24 and 2024-25.

Director McCassie seconded the motion.

The motion carries as follows: 5-0-0

Murphy Aye

McCassie Aye

Wheeler Aye

Rodriguez Aye

Toombs Aye

10. Discussion and action to establish Budget Workshop for FY2024-25*

Chairman Murphy stated that this is something that we've done in the years passed and he would like to see it get started sooner next year if he is re-elected. He added that he thinks that they should meet with the Union, our administration, and staff. He asked if anyone was interested in coming, as well as the public they are welcome. There is a lot to work on and discuss. Chairman Murphy shared that Accountant, David Silva will be involved in this matter, he has helped out in the past getting budgets together and he is confident that while the Chief is on administrative leave we can get the budget done. He added that the priority right now is stabilizing the budget. All Board members discussed and agreed to keep the date for the S.O.P. Workshop on March 23, 2024, and the Budget Workshop on March 27, 2024, at 1800.

Director Rodriguez made a motion to establish a Budget Workshop for FY 2024-25, on Wednesday, March 27, 2024, at 1800.

Director Toombs seconded the motion.

The motion carries as follows: 5-0-0

Murphy Aye

McCassie Aye

Wheeler Aye

Rodriguez Aye

Toombs Aye

Chairman Murphy stated that we will have a Budget Workshop meeting on March 24, 2024, at 1800, and we will schedule the next one from that meeting and will keep that contained to Budget Workshops until we are done.

North Lyon County Fire Protection District
195 East Main Street
Fernley, Nevada 89408
District Office (775) 575-3310 District Fax (775) 575-3314

11. Discussion regarding Fire Riser at Station 61.

Captain McCoy shared that he was able to have American Leak Detection come and check how bad the leak was and determine where it was located. They found it is a pinhole directly under the slab where the riser meets the supply. He added that he was able to get another quote from Hoffman Companies for \$3,900.00, which only included the inspection, to come in and cut the concrete. Once they do that, they will be able to get a quote for the actual repairs. Captain McCoy shared that the Q & D quote is good through June or July and that labor prices will go up at that time. He added that two other companies denied working on it. Director McCassie asked if the quote from American Leak Detection was just for them to dig it up to find out what it would cost to repair it. Captain McCoy shared that American Leak Detection was to locate the leak and tell us how bad it was, and Hoffman Companies was to just dig it up and look at it. Chairman Murphy asked if there was a cost from American Leak Detection, and Captain McCoy responded it was \$1,000.00. All Board Directors discussed all the quotes and agreed that they would like to have one company do the work.

Mr. Michael Oaks added that if they come to pull everything away to look at the leak, and if that is what is holding it, now it becomes a bigger problem and we will have to figure it out, versus having a company right here, ready to get it back together and make the fix.

Captain McCoy added that they would probably give us the same invoice and that they are going to give time and materials, plus 15%.

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

Fire Chief- Not present.

Fire Marshall Tim Myers was not present due to an emergency call.

Staff- None.

Volunteer Captain, Dan Hiles shared that several candidates are going through the process of administration.

Local 4547 Vice President, John Renaud stated that they understand as a local that the duty officer staffing in light of the Chief being put on administrative leave, they are willing to sit down and meet with the district anytime, any place to figure out a solution that benefits the

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

citizens of the city. He added that he has a letter for Directors Wheeler, McCassie, Wheeler, Rodriguez, and Toombs, dated March 14, 2024, and would present each of them with a copy as soon as he was done reading it.

Dear Directors Wheeler, McCassie, Murphy, Rodriguez, and Toombs:

As members of the North Lyon Fire Protection District, we proudly serve the citizens of our community. North Lyon Firefighters strive to be a good partner with the District and find ways to deliver excellent service, be good stewards of the district resources, and give back to our community.

Director Harry Wheeler ran as a candidate for the North Lyon Fire Protection District with a platform that promised to provide experience that would allow the Fire District to "properly serve the citizens within the district". He promised to "provide the members within the Fire District the necessary equipment and personal protective needs". Since his election Director Wheeler has gone against those promises at every turn. He has worked hand in hand with Chief Nicholl to undermine the leadership of the North Lyon Firefighters Association. From refusing to meet with us to discuss the needs of the district and those of our members, to going so far as to propose progressive discipline for our leadership if we attempted to talk with him without the express permission of Chief Nicholl.

At every turn, Director Wheeler has placed his personal relationship with Chief Nicholl above the needs of the firefighters protecting this community and the citizens we serve.

While promising to place a priority of maintaining a balanced budget he stood by as Chief Nicholl mismanaged the district budget and created a false crisis in a failed attempt to dismantle the district and facilitate a move toward a merger or absorption into another governmental entity.

As a result of his empty promises and failed leadership, the North Lyon Firefighters Association has commenced a vote of no-confidence on Director Wheeler. This unanimous vote demonstrates that the members of the North Lyon Firefighters Association have lost confidence in Director Wheeler's ability to lead the North Lyon Fire Protection District. We stand in solidarity and can no longer remain silent as the community we are sworn to protect suffers the consequences of failed leadership.

Respectfully,

Joseph Mendoza

President

North Lyon Firefighters Association, IAFF Local 4547

Page 11 of 15

PEOPLE FIRST

North Lyon County Fire Protection District is an Equal Opportunity Employer

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

Mr. Renaud added that there are extra copies of this letter if anyone wants to read it. He asked that this letter be added to the meeting minutes and the Board packet.

City of Fernley- Mayor McIntyre shared that listening to the meeting tonight is very concerning to him as the mayor of the city of Fernley. He stated that this fire department is about keeping the citizens safe and feeling safe. He stated that there is no leadership at this fire department that he can see after everything he has heard tonight. Mayor McIntyre agrees with Director Toombs as far as the \$60,000.00 from the last meeting for a couple of things that need to be replaced, and Chief Nicholl stated that he did not know where that money was going to come from for the repairs that need to be made. His next concern is not hiring one of the two candidates who went through the whole process that the citizens paid for to have done to not hire one of them to take the leadership in this firehouse. He shared that he had heard that this process was tainted due to Chief Nicholl knowing both the candidates, but he added that Chief Nicholl didn't know either of the candidates. Mayor McIntyre doesn't understand how it was tainted but either of the candidates did not know Chief Nicholl. He added that there have been a lot of rumors about who is going to run the firehouse, and he thinks the citizens of Fernley are concerned with how this Board is operating as far as the Union, the fire department, and the Chief. He shared that it is really disturbing. He commented to Chairman Murphy that he mentioned appointing somebody to fill the position until the Board goes through the process of getting a Fire Chief or an Assistant Fire Chief. Mayor McIntyre asked Chairman Murphy if he wouldn't have to pay that person, are they going to do it for free, and are they qualified. He commented that the Board isn't going to hire either of the candidates but is going to assign somebody to fill that role. He stated that he's not going to say either side is correct, and that he thinks both sides are wrong in what is happening, and he hopes that this Board will come together and do what is right for the citizens of Fernley and they feel safe. Mayor McIntyre thanked everyone for the time that is put in and he hopes that we can get back to that because the citizens are concerned with their safety and what is happening down here at the firehouse.

Chairman Murphy is clarifying that he understands the MOU correctly. Western Fire Chiefs do not get paid by the district, there is an 18% attachment to when we hire a Chief and they make a term of one year, then we would be paying 18% of their base salary. He asked Mr. Randy Grooms if there had been an exchange of money through the process from the district to Western Fire Chiefs at this point, and he responded that there had not been an exchange of money.

Director Rodriguez thanked everybody for all the work that they do.

Director McCassie commented that the Union has abused the votes of no-confidence and that this is the chaos that keeps flying around, and it really pisses him off. He added that he was very pro-Union but now has no confidence in the Union. When he sees these games, it pisses him off. He stated that this is what causes all of the chaos that we've tried to smooth out. He shared that

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

they could write one against him and that he doesn't give a damn, and he is tired of seeing this shit. He added that this is what is going on and they need to take some responsibility.

Director Wheeler- None.

Director Murphy- None.

The Board members discussed and agreed that the S.O.P. Workshop on March 23, 2024, to be held at noon. Director McCassie shared that he will be out of town and will not be able to attend by ZOOM. Chairman Murphy stated that because of the outcome of today's meeting, they are going to have a special meeting. He added that he doesn't think there will be any notices to be put in place as far as 241 notices are concerned, giving 72 hours to post an agenda until the time of the meeting, and Mrs. Miller clarified that it has to be business days. Chairman Murphy asked if we could get the agenda in by tomorrow, and if we can have a meeting on March 20, 2024. Mrs. Miller stated that he has to have exactly what he wants on it tonight. The Board had a discussion and agreed for the meeting to be held on March 23, 2024, at 6 p.m. Chairman Murphy added that the fire riser needs to be added to the agenda as well.

13. 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.)

Public citizen, Mr. Joe Mendoza, commented that Director McCassie should never be pro-Union, pro-Chief, or pro-anything, that he should be pro-community. He added that he has been part of the biggest financial waste this district has ever seen and that he should be ashamed of himself for trying to hide things behind the comments. This Union has stood up for this department more than anybody on the Board ever has.

Candidate Eric Holt shared that Western Fire Chiefs is one of the most preeminent recruiting firms, and he thinks the Board should be embarrassed by what has happened here. He stated that they have lost their way, service is not a value of what they hold, and they are not serving the citizens of this district. He added that he came here looking for something positive, he took his children out of school, and he feels that he wasted his time. He stated that they need to find their way because they will not continue to represent the community and people will be harmed.

Mr. Ryan Hannan, City Councilman, City of Fernley commented that he is extremely troubled at what he sees here today. He added that he has been following ZOOM and reading the meeting minutes. He stated that he doesn't understand how you go through the process of hiring someone before you know if you can even afford that person. He stated that what he sees is people who don't want to be told what to do. He shared that the things that people are saying that is going on in this district are mind-boggling and they can't understand what has gone wrong

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

here. Mr. Hannan added that this situation is very toxic, and he doesn't think they can get out of it. He stated that there are people from the county, and the city who are heavily weighing on if someone else needs to step in at this point, and he added that is how he feels. He included that he was a volunteer in 2014 and 2015, we had one station open and four people on duty. He shared that since Chief Nicholl has been here, he opened both stations, he bought new apparatus, he's brought in all new employees, and he hasn't gotten any credit for any of the things that he has done. He stated that the public loves Chief Jason Nicholl and that the Union hates him. He included the constant attack of attacking person after person, he added that they are next on the list. Mr. Hannan added that this is the fifth or sixth vote of no confidence. He stated that he doesn't care anymore and that they have lost all confidence. He stated that it is absurd to put the two candidates through this process, after all that they have done, and tell them that we made a mistake, and come back later. Mr. Hannan stated that he is going to talk to the county, and the state, and hopefully make major changes in this department. He stated that he has been a target of the Union and that they have filed claims recently against him for Union negotiations, and he added that those claims were dismissed with prejudice. He stated that there were no facts, no basis, and was completely made up. He shared that in some of the hearings, comments were made by the Union that Councilman Hannan kind of smirked at us, is what they said. Mr. Hannan stated that he hopes that the people are negatively affected, he hopes.....

Chairman Murphy notified Mr. Hannan that his 3 minutes were up for public comment.

Mr. Bill Snyder, a citizen, shared that he is not putting in for the next Fire Chief. He stated that it is scary to the Mayor, the City Manager, and to the folks in the community, but this has been years of building up and it has boiled over to this point. He added this is their time to stand up for what is right for the community. There is a lot of leadership in Northern Nevada, and they are not going to let us fail. We have a lot of support from our neighbors, and everybody loves us. This is scary, but the fire department is going to succeed, and we are going to be successful. Mr. Snyder added that we have awesome office staff that makes sure that things get taken care of, and we have awesome operational staff that make sure that the citizens are getting the service that they deserve. He apologized to the public and shared that this isn't something that we've been dealing with for a few months, it's been going on for quite a while.

14. Adjournment*

Chairman Murphy adjourned at 1854.

**NOTE(s): All items indicated by an asterisk ("*") were Action Items.
A complete and detailed record of this meeting was recorded on Micro SD
Recorder March 14, 2024**

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

Respectfully Submitted by:

Shannon Moffett, Administrative Assistant
North Lyon County Fire Protection District

April 11, 2024

Date

Approval of Minutes

March 14, 2024

For

Against

Abstain

Absent

____ Approved as Read _____

____ Approved with Corrections _____

Paul Murphy, Chairman
North Lyon County Fire Protection District

April 11, 2024

Date

North Lyon County Fire Protection District
195 East Main Street
Fernley, Nevada 89408
District Office (775) 575-3310 District Fax (775) 575-3314

MINUTES

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

March 20, 2024

1. Call to Order

The meeting was called to order at 1805.

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

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

2. Public Comment (No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public comments are limited to 3 minutes.)

Mrs. Linda Carr wanted to thank everyone for all the help getting her husband, Steve Carr's services together, and what a phenomenal job everyone did.

Mrs. Kasey Miller apologized to the Board, staff, volunteers, Mr. Hannan, and the public for her demeanor at the last meeting and added that it was unprofessional and out of character.

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

Director Rodriguez made a motion to approve the CONSENT AGENDA.

Director Wheeler seconded the motion.

The motion carries as follows: 4-0-1

Murphy	Aye	McCassie	Absent
Wheeler	Aye		
Rodriguez	Aye		
Toombs	Aye		

North Lyon County Fire Protection District
195 East Main Street
Fernley, Nevada 89408
District Office (775) 575-3310 District Fax (775) 575-3314

4. Discussion and possible action regarding Fire Riser at Station 61*

Captain McCoy shared that he has no new information regarding the riser. He contacted Q & D after the last meeting, and as soon as he gets approval, they will come out to paint the lines, we will wait for USA Dig 48 hours and they will probably start on Monday or Tuesday. Chairman Murphy asked if that was the total of \$20,400.00 and \$5,750.00 total, per the quote that we have been looking at for the last two meetings, and Captain McCoy answered yes.

Director Rodriguez made a motion to approve the quote from Q & D Construction to service the Fire Riser at Station 61.

Director Wheeler seconded the motion.

The motion carries as follows: 4-0-1

Murphy	Aye	McCassie	Absent
Wheeler	Aye		
Rodriguez	Aye		
Toombs	Aye		

5. Discussion and possible action to appoint Interim Fire Chief*

Chairman Murphy stated that we have a need to bring somebody in until we can properly have a hiring process. The Board has not gotten that far with their discussions yet. This item was added as a placeholder so that we could discuss an Interim Fire Chief. He thinks that we should look at an Interim Fire Chief and that we have qualified candidates regionally and he has proactively reached out to other Fire Chiefs in the area, mainly Truckee Meadows Fire Protection District, Reno Fire, and Sparks Fire Department. He stated that he had one heard back from back from Chief White, with Sparks Fire who gave him a name and contact. He was also given a contact from Chief Moore with Truckee Meadows Fire District and that candidate came with several letters of recommendation. He added that he will release those after this meeting for all the Board, and also available to the public.

Chairman Murphy stated that there were some interested candidates internally, and he spoke with them explaining what the challenges would be moving forward for them. He added that given the current political environment, it might be better to look outside but keep it regional. He mentioned that we have always discussed having people who are close to the department, who know this area and the politics, know the players, and have relationships with our friends and neighbors in the fire service. He added that as a Board we can make this as low-risk as possible. He stated that they will need to discuss a contract and that he can work on providing a baseline contract that can be amended as needed to save time for the next meeting. He mentioned that if anyone else has any other candidates that they would like to bring forward for the Board to assess and put to a vote for an Interim Fire Chief. Chairman Murphy shared the reason they haven't made it public is because they haven't decided if they're going to have an Interim Fire

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

Chief. This item is specifically for the Board, and they do not have to take action on it, but this is just the Board saying they are going to move forward with a search for an Assistant Fire Chief, and at the next meeting we will have another special meeting on Wednesday, March 27, 2024. Mrs. Kasey Miller stated that the Budget Workshop is on March 27, 2024, at 6 p.m. and it was discussed to possibly have a meeting at 7 p.m. Chairman Murphy stated that it may turn into a late night. He added that they have not heard back from Accountant David Silva, so that meeting might be short because we do not have anything to look at yet. We might be able to get right into the discussion about the Interim Fire Chief, bringing candidates and talking to them, and begin to move forward.

Director Toombs shared that he thinks the best approach is to look outside to protect the whole process. Director Rodriguez asked what the budget difference is compared to an Interim Chief to hiring an Assistant Fire Chief. Chairman Murphy responded that is a moving target and that whichever individual they choose to sit down with and move forward with. We can move as early as the next meeting to appoint a person and even begin a discussion on the negotiations portion of what those numbers look like. He shared that coming to that meeting with a contract is going to save us time and additional meetings to try to get the language down, and we can just talk numbers. He added that over the next week if we want to have a more open discussion with candidates, they can and they can get an idea of what they are looking at for money. Opposed to the Assistant Chief, it would probably be at that pay level, not to exceed the original starting pay for the Fire Chief, which was \$145,000.00. Chairman Murphy added that he didn't see what we were looking to pay an Assistant Fire Chief, but it was less than the Chief. He stated that could be anywhere from \$110,000.00, up to \$145,000.00.

Director Toombs shared that based on this current year's budget, it would be about two months, not a full year. Chairman Murphy commented that it will be the final two months of this fiscal year and the beginning of the next fiscal year. We will need to look at that budget to determine what we have, but once we have those, we should be safe to move forward. He shared that he looks at it as it was built into the budget and he understands things have changed, but it is just a matter of looking at the numbers and seeing what is safe for us right now, bringing a candidate in, and moving forward.

6. Discussion and possible action to reimburse Western Fire Chiefs Association for travel expenses of the two Assistant Fire Chief candidates*

Chairman Murphy shared that he spoke with Mr. Groom following the last meeting, and he had some concerns about the candidates coming out and based on the vote that the Board made to stop that process and withdraw from that MOU. Mr. Grooms did ask if the Board would consider reimbursement since we did not move forward with anybody. Chairman Murphy told him that he would advocate for that, and that is why it is on the agenda. He added that he thinks it is the right thing to do and he feels like this amount is within the budget, and for this amount, he thinks they can find that money to make them whole. He commented that the second page of

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

the packet is itemized and covers both the candidate's travel, including receipts and some expenses for Mr. Grooms, and some advertising. Chairman Murphy added that they can part this out, they can accept the entire total, and that they can do so. He stated that there is nothing in the MOU that says that they have to do this, but it is in good faith and the right thing to do.

Director Rodriguez asked if one of the candidates was a resident of Fernley, and Chairman Murphy responded, yes, and that he only saw one of the candidates on the list for expenses.

Chairman Murphy stated that this process cost the district nothing upfront. Had they moved forward with a candidate, we would have paid 18% of that individual's annual base salary for the first year.

Director Toombs made a motion to reimburse the Western Fire Chiefs Association for the travel expenses of the two Assistant Chief candidates totaling \$3,960.20.

Director Rodriguez seconded the motion.

The motion carries as follows: 4-0-1

Murphy	Aye	McCassie	Absent
Wheeler	Aye		
Rodriguez	Aye		
Toombs	Aye		

7. Discussion and possible action on Grievance 24-03 Step 1*

Chairman Murphy shared that the Fire Chief reached out to him a couple of weeks ago and designated him to handle grievance 24-03. He added that Director Toombs joined him on this one, and he added that he would like to go back to having two people so there is no question as to what happened. Chairman Murphy stated that he was notified by the Union three days ago that they would be withdrawing that grievance. The Board had a discussion and agreed to let this go.

Director Rodriguez made a motion to accept the Union's withdrawal from Grievance 24-03 Step 1.

Director Wheeler seconded the motion.

The motion carries as follows: 4-0-1

Murphy	Aye	McCassie	Absent
Wheeler	Aye		
Rodriguez	Aye		
Toombs	Aye		

North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

8. 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.)

A Fernley resident stated that she has a concern with something Paul Murphy said. Chairman Murphy asked her to state her name for the record, and she responded that she was a Fernley resident and did not have to. She stated that he should not be the sole person drafting a contract, and this is a member Board and is more than one person. She added that she has a conflict with that and will be addressing it if there is not more than one Board member or the contract does not go before the Board.

9. Adjournment*

Chairman Murphy adjourned at 1822.

NOTE(s): All items indicated by an asterisk ("*") were Action Items. A complete and detailed record of this meeting was recorded on Micro SD Recorder March 20, 2024

Respectfully Submitted by:

Shannon Moffett, Administrative Assistant
North Lyon County Fire Protection District

April 11, 2024

Date

Approval of Minutes

March 20, 2024

For Against Abstain Absent

___ Approved as Read ___ ___ ___ ___

___ Approved with Corrections ___ ___ ___ ___

Paul Murphy, Chairman
North Lyon County Fire Protection District

April 11, 2024

Date

NLCFPD

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Fire 2024 From 7/1/2023 Through 6/30/2024

	Current Period Budget - 2024Original	Current Year Actual	Total Budget Variance 2024Original
REVENUES			
Taxes			
Ad Valorem Taxes	2,698,864.00	2,165,924.44	(532,939.56)
Consolidated Taxes	243,167.00	140,850.70	(102,316.30)
Total Taxes	2,942,031.00	2,306,775.14	(635,255.86)
Other Revenue			
Mutual Aid	550,000.00	0.00	(550,000.00)
Contracts	642,000.00	169,264.56	(472,735.44)
Interlocal	16,000.00	0.00	(16,000.00)
Grants	0.00	0.00	0.00
Inspections	25,000.00	3,520.00	(21,480.00)
Hazmat Permits	97,000.00	14,000.00	(83,000.00)
Fire and Safety Reviews	0.00	110,683.90	110,683.90
Operational Permits	20,000.00	6,340.00	(13,660.00)
Cost Recovery	0.00	0.00	0.00
Ambulance Fees	0.00	51,645.23	51,645.23
GEMT Ambulance	0.00	650,577.42	650,577.42 - <i>CONF to AMO</i>
Ambulance Subscription	0.00	0.00	0.00
Miscellaneous Revenue	35,000.00	80,024.91	45,024.91
Other	0.00	0.00	0.00
Total Other Revenue	1,385,000.00	1,086,056.02	(298,943.98)
Total REVENUES	4,327,031.00	3,392,831.16	(934,199.84)

EXPENDITURES

Personnel Expenses			
Salaries and Wages	1,475,440.00	875,806.51	599,633.49
Temporary Salaries	79,272.00	60,149.56	19,122.44
Overtime	348,500.00	271,067.45	77,432.55
Holiday	100,456.00	70,233.67	30,222.33
Uniforms	20,000.00	11,873.32	8,126.68
Employee Physicals	26,000.00	5,005.00	20,995.00
PERS Retirement	750,787.00	376,418.86	374,368.14
Employer Taxes and Fees	19,250.00	21,290.53	(2,040.53)
Workers Comp	109,325.00	162,104.38	(52,779.38)
Health Insurance	342,362.00	157,764.50	184,597.50
Contract Obligations	61,000.00	0.00	61,000.00
Cardets	22,000.00	(381.39)	22,381.39
Total Personnel Expenses	3,354,392.00	2,011,332.39	1,343,059.61
Office Operating Expenses			
Office Supplies and Postage	13,000.00	7,095.74	5,903.26
Office Equipment & IT	29,000.00	7,471.91	21,528.09
Books and Publications	8,000.00	1,311.95	6,688.05
Fire Prevention Public Education	3,000.00	1,200.00	1,800.00
Insurance	75,000.00	31,344.85	43,655.15
Professional Fees	91,000.00	110,399.48	(19,399.48)
Dues	4,000.00	570.94	3,429.06
Travel	2,500.00	1,235.56	1,264.44
Wildland Travel	14,000.00	40,852.99	(26,852.99)
Other	0.00	0.00	0.00
Total Office Operating Expenses	239,500.00	201,514.42	37,985.58
Personnel Operating Expenses			

NLCFPD

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Fire 2024 From 7/1/2023 Through 6/30/2024

	Current Period Budget 2024Original	Current Year Actual	Total Budget Variance 2024Original
Training	17,000.00	2,719.00	14,281.00
Recruitment and Retention	9,500.00	0.00	9,500.00
Safety Equipment	5,000.00	1,857.00	3,143.00
Turnouts	23,000.00	27,515.85	(4,515.85)
Total Personnel Operating Expenses	54,500.00	32,091.85	22,408.15
Vehicle Operating Expenses			
Heavy Apparatus	25,000.00	34,821.59	(9,821.59)
Light Fleet	5,000.00	7,572.91	(2,572.91)
Ambulance Fleet	0.00	0.00	0.00
Wildland Fleet	8,000.00	0.00	8,000.00
Misc and Other	2,500.00	2,188.91	311.09
Vehicle Fuel	179,500.00	29,127.25	150,372.75
Total Vehicle Operating Expenses	220,000.00	73,710.66	146,289.34
Equipment Supplies Operating Expenses			
Medical Supplies	2,000.00	0.00	2,000.00
Equipment Non Capital	13,000.00	3,608.00	9,392.00
Communications	25,500.00	15,567.54	9,932.46
Operating Supplies	6,000.00	3,549.44	2,450.56
Small Equipment R & M	13,000.00	10,542.56	2,457.44
Total Equipment Supplies Operating Expenses	59,500.00	33,267.54	26,232.46
Station Operating Expenses			
Station Repair & Maintenance 61	110,000.00	25,345.88	84,654.12
Station Repair & Maintenance 62	8,000.00	292.51	7,707.49
Utilities 61	15,000.00	24,137.78	(9,137.78)
Utilities 62	13,000.00	0.00	13,000.00
Total Station Operating Expenses	146,000.00	49,776.17	96,223.83
Other Non Operating Expenses			
Contingency	0.00	0.00	0.00
Capital Outlay	228,241.00	20,000.00	208,241.00
Depreciation	0.00	0.00	0.00
Debt Payments	0.00	24,500.00	(24,500.00)
Lease Payments	185,759.00	143,758.22	42,000.78
Interfund Transfers	0.00	0.00	0.00
Total Other Non Operating Expenses	414,000.00	188,258.22	225,741.78
Total EXPENDITURES	4,482,892.00	2,589,951.25	1,892,940.75
REVENUES IN EXCESS OF EXPENDITURES	(150,861.00)	802,879.91	953,740.91

NLCFPD

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Ambulance 2024 From 7/1/2023 Through 6/30/2024

	Current Period Budget - 2024Original	Current Year Actual	Total Budget Variance - 2024Original
REVENUES			
Other Revenue			
Operational Permits	12,000.00	0.00	(12,000.00)
Ambulance Fees	2,000,000.00	960,162.28	(1,039,837.72)
GEMT Ambulance	520,000.00	0.00	(520,000.00)
Ambulance Subscription	35,000.00	7,789.45	(27,210.55)
Miscellaneous Revenue	5,000.00	3,464.39	(1,535.61)
Total Other Revenue	2,572,000.00	971,416.12	(1,600,583.88)
Total REVENUES	2,572,000.00	971,416.12	(1,600,583.88)
EXPENDITURES			
Personnel Expenses			
Salaries and Wages	1,067,420.00	537,481.86	529,938.14
Temporary Salaries	156,600.00	8,256.00	148,344.00
Overtime	150,000.00	153,605.72	(3,605.72)
Holiday	52,785.00	31,420.80	21,364.20
Uniforms	8,500.00	6,669.38	1,830.62
Employee Physicals	0.00	18,777.00	(18,777.00)
PERS Retirement	560,102.00	376,418.88	183,683.12
Employer Taxes and Fees	15,000.00	15,035.32	(35.32)
Workers Comp	93,375.00	40,195.00	53,180.00
Health Insurance	175,337.00	112,581.42	62,755.58
Cadets	0.00	108.85	(108.85)
Total Personnel Expenses	2,279,119.00	1,300,550.23	978,568.77
Office Operating Expenses			
Office Supplies and Postage	0.00	833.91	(833.91)
Office Equipment & IT	1,000.00	8,032.96	(7,032.96)
Insurance	0.00	31,344.86	(31,344.86)
Professional Fees	0.00	20,405.87	(20,405.87)
Dues	0.00	216.99	(216.99)
Travel	0.00	708.85	(708.85)
Total Office Operating Expenses	1,000.00	61,543.44	(60,543.44)
Personnel Operating Expenses			
Training	7,000.00	(7,330.67)	14,330.67
Safety Equipment	3,500.00	0.00	3,500.00
Turnouts	6,000.00	0.00	6,000.00
Total Personnel Operating Expenses	16,500.00	(7,330.67)	23,830.67
Vehicle Operating Expenses			
Ambulance Fleet	12,000.00	16,845.80	(4,845.80)
Wildland Fleet	0.00	52.97	(52.97)
Vehicle Fuel	70,000.00	25,603.33	44,396.67
Total Vehicle Operating Expenses	82,000.00	42,502.10	39,497.90
Equipment Supplies Operating Expenses			
Medical Supplies	60,000.00	68,082.26	(8,082.26)
Equipment Non Capital	2,000.00	0.00	2,000.00
Communications	4,000.00	0.00	4,000.00
Operating Supplies	2,000.00	147.95	1,852.05
Small Equipment R & M	20,000.00	3,821.00	16,179.00
Total Equipment Supplies Operating Expenses	88,000.00	72,051.21	15,948.79

NLCFPD

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Ambulance 2024 From 7/1/2023 Through 6/30/2024

	Current Period Budget - 2024Original	Current Year Actual	Total Budget Variance - 2024Original
Station Operating Expenses			
Station Repair & Maintenance 61	12,000.00	0.00	12,000.00
Station Repair & Maintenance 62	4,000.00	1,702.99	2,297.01
Utilities 61	7,000.00	0.00	7,000.00
Utilities 62	5,000.00	12,316.48	(7,316.48)
Total Station Operating Expenses	28,000.00	14,019.47	13,980.53
Other Non Operating Expenses			
Capital Outlay	0.00	185,011.00	(185,011.00)
Depreciation	121,000.00	0.00	121,000.00
Debt Payments	0.00	100,000.00	(100,000.00)
Total Other Non Operating Expenses	121,000.00	285,011.00	(164,011.00)
Total EXPENDITURES	2,615,619.00	1,768,346.78	847,272.22
REVENUES IN EXCESS OF EXPENDITURES	(43,619.00)	(796,930.66)	(753,311.66)

EMPLOYMENT AGREEMENT

NORTH LYON COUNTY FIRE PROTECTION DISTRICT INTERIM FIRE CHIEF

THIS AGREEMENT is made and entered into this 11th day of April, 2024, by and between the **NORTH LYON COUNTY FIRE PROTECTION DISTRICT** ("DISTRICT"), an independent self-taxing NRS 474 District formed under the laws of the State of Nevada, and **BRIAN BUNN** ("EMPLOYEE"), both of whom agree as follows:

RECITALS

WHEREAS, the DISTRICT elects a Board of Fire Directors, who is empowered to appoint certain employees of the DISTRICT;

WHEREAS, the North Lyon County Fire Protection District Board of Directors is empowered to approve contracts between the DISTRICT and other persons;

WHEREAS, the DISTRICT desires to retain the services of EMPLOYEE as Interim Fire Chief for the North Lyon County Fire Protection District;

WHEREAS, EMPLOYEE is an individual who has the education, training, and experience in the field and position to which EMPLOYEE has been appointed;

WHEREAS, it is the desire of the DISTRICT to provide certain benefits, establish certain conditions of employment, and set working conditions of EMPLOYEE; and

WHEREAS, EMPLOYEE desires to be employed as Interim Fire Chief of the DISTRICT;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the EMPLOYEE and DISTRICT agree as follows:

Section 1. Duties

The DISTRICT agrees to employ EMPLOYEE as the DISTRICT's Interim Fire Chief ("Position") to perform the functions and duties described in the Job Description, attached hereto and incorporated herein as Exhibit A.

- A. EMPLOYEE shall faithfully perform the duties prescribed in the Job Description, this Agreement, and as may be lawfully assigned by the DISTRICT, and shall comply with all lawful directives, state and federal law, DISTRICT policies, and ordinances as they exist or may hereafter be amended.
- B. EMPLOYEE shall perform all duties of the Position with reasonable care, diligence, skill, and expertise.
- C. All duties assigned to the EMPLOYEE shall be appropriate to and consistent with the professional role and responsibility of the EMPLOYEE.
- D. Nothing in this Agreement shall restrict the DISTRICT's right to assign and allocate responsibilities or job duties to EMPLOYEE or reclassify the Position. Nothing in this Agreement shall limit or restrict the DISTRICT's right to discipline EMPLOYEE or decrease EMPLOYEE's salary as provided in this Agreement.

Section 2. Base Salary

The DISTRICT agrees to pay EMPLOYEE for services described in Section 1 above, and other duties assigned, an annual base salary of \$150,000.00 per year beginning the first day of work following approval of this Agreement. EMPLOYEE's base salary shall be subject to the following provisions.

- A. Each two (2) week period shall constitute a pay period. The pay period shall commence at midnight (12:00am) on Saturday and end fourteen (14) days later at 11:59pm on the second Friday. Payday is Friday, biweekly. If payday falls on a holiday, then the payday will occur on the day preceeding the holiday. The basic work week shall commence each Monday at 12:00 a.m. and end on Sunday at 11:59 p.m.
- B. In special circumstances and with DISTRICT approval, EMPLOYEE may choose to reduce his/her base salary. Such reductions are voluntary and will only be considered if requested in writing. If approved by the DISTRICT, such a reduction is effective for the duration of this Agreement. If EMPLOYEE voluntarily accepts a reduction in pay, benefits, or hours worked, the DISTRICT may make non-monetary considerations for the benefit of such EMPLOYEE.
- C. EMPLOYEE shall be compensated on an annual, salaried-hourly (Salary divided by 2080 hours) rate basis and shall not be entitled to worked holiday pay. The pay of EMPLOYEE is not subject to deductions for absences of less than one (1) workday.

Section 3. Other Pay and Benefits

In addition to the base salary and all-hazard incident management described in Section 5, EMPLOYEE shall receive the following benefits:

- A. The DISTRICT shall match dollar for dollar up to One Hundred Fifty Dollars (\$150.00) into EMPLOYEE'S deferred compensation program, annually. EMPLOYEE shall be eligible for those benefits provided under this plan.
- B. DISTRICT will pay One Hundred percent (100%) of EMPLOYEE's contribution to the Public Employment Retirement System for the State of Nevada, in Police/Fire.
- C. EMPLOYEE will have the retirement rights of employees as provided by NRS 286.
- D. DISTRICT will reimburse EMPLOYEE a maximum of One Hundred FIFTY DOLLARS (\$150.00) for eyeglass frames, Seventy-Five Dollars (\$75.00) for each watch, and the actual cost of prescription eye glass lenses, that is lost, damaged, or destroyed while performing job duties as certified by EMPLOYEE and approved by the DISTRICT.
- E. The Parties recognize the Fire Chief is required to maintain uniforms, and the DISTRICT shall pay EMPLOYEE a uniform allowance in the amount of Five Hundred Dollars (\$500.00) annually.
- F. The DISTRICT shall provide a DISTRICT vehicle to EMPLOYEE with home storage.
- G. The DISTRICT shall not require the EMPLOYEE to reside within the DISTRICT boundaries.
- H. **Group Health, Dental, Life, and Long-Term Disability Insurance**
 - 1. **ELIGIBILITY:** EMPLOYEE is eligible for group health (medical, dental, vision, pharmacy, and life) insurance and long-term disability insurance and may, on the first day of DISTRICT employment, be eligible to enroll in the DISTRICT's group insurance plan and long-term disability insurance plan, provided EMPLOYEE is not excluded from enrollment of the Group Health Plan Document.
 - 2. **Insurance Premium**
 - i. DISTRICT shall pay One Hundred percent (100%) of the premium for the EMPLOYEE-only coverage category and Eighty percent (80%) of the premium attributable to dependent coverage for each dependent coverage category. The EMPLOYEE is solely liable for the payment of Twenty percent (20%) of the premium for dependent coverage via automatic payroll deduction. EMPLOYEE shall be provided term life insurance under a policy which offers coverage in an amount of forty thousand dollars (\$40,000) for the duration of this Agreement.
 - ii. DISTRICT shall pay One Hundred percent (100%) of the total premium for the basic long-term disability plan offered by the DISTRICT. Additional premium for any "buy-up" to the plan shall be the EMPLOYEE's sole responsibility.

iii. If EMPLOYEE opts out of the DISTRICT-offered group health, dental, life, and/or long-term disability plans and wishes to utilize an outside insurance provider, the DISTRICT will contribute to the outside plan an amount not to exceed the current premium cost for individual and/or dependent coverage plans.

3. Long-Term Disability Insurance Upon Separation from DISTRICT Service: If EMPLOYEE separates from DISTRICT service, he may be eligible to convert the long-term disability coverage through the insurance company. If EMPLOYEE elects to convert any such policy, EMPLOYEE is responsible for One Hundred percent (100%) of the premium cost and shall pay the premium directly to the insurance company.

J. Medical Examination

1. EMPLOYEE shall be required to have a complete medical examination conducted each calendar year as prescribed by Nevada law. The physical examination shall consist of all those essential elements as determined by Nevada law.
2. The DISTRICT will designate the physician who is to perform the physical examination. In the event the EMPLOYEE does not concur with the physician selected by the DISTRICT, EMPLOYEE may select a physician of EMPLOYEE's choice. The DISTRICT, however, shall not be responsible for payment of charges beyond those expenses that would have been incurred if the DISTRICT-selected physician had been used. Nothing in this section shall prohibit the EMPLOYEE from submitting excess medical bills to the medical insurance company.
3. The physician who conducts the medical examination shall report to the Human Resources Director whether the EMPLOYEE is fit for duty.

K. Holidays

1. EMPLOYEE shall receive the following paid legal holidays:

New Year's Day	January 1
Birthday of Martin Luther King, Jr.	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Nevada Day	Last Friday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Family Day	Friday after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25

2. In addition, EMPLOYEE shall receive as a paid holiday any other day that may be declared a holiday by the Governor of the State of Nevada or the President of the United States. Special holidays granted by the President of the United States for Federal Employees under Executive Order 11582 or any other Executive Order are not District holidays for purpose of this Agreement.
3. Holidays shall be observed as follows:
 - i. If a legal holiday falls on the first day of EMPLOYEE's scheduled day off, the day preceding shall be observed as a holiday.
 - ii. If a holiday falls on the second or succeeding day of consecutive scheduled days off, the next succeeding workday shall be observed as a holiday.
 - iii. If EMPLOYEE chooses to work a recognized holiday, EMPLOYEE may flex time, hour-for-hour, during the normal work week within the same pay period.

L. Annual Leave

1. For the purposes of determining eligibility for Annual Leave allowance, the term "continuous service" shall be the service commencing with employment with the DISTRICT continuing until termination. For the purposes of determining Annual Leave earned, the term "actual service" shall mean the number of days actually worked on the job, provided, however, that absence from work due to Sick Leave with pay, Annual Leave with pay, Voluntary Unpaid Leave as specified in this Agreement, or injury or illness incurred in the DISTRICT service shall be deemed actual service.
2. EMPLOYEE will be advanced 218.4 hours of prorated Annual Leave at the start of employment (*8.4 hours per pay period multiplied by 26 pay periods equals 218.4 hours total*)
3. Annual leave taken in excess of two (2) weeks must be approved in advance by the DISTRICT.
4. EMPLOYEE shall not be charged annual leave for a legal holiday described in Section 3 Holidays.
5. EMPLOYEE may elect to cash out the remainder of the prorated amount of advanced unused annual leave upon termination of this Agreement.
6. If EMPLOYEE is approaching resignation or retirement, EMPLOYEE may use accrued annual leave prior to the effective date of EMPLOYEE's resignation or retirement. In lieu of using such annual leave, EMPLOYEE may receive a lump sum payment for accrued but unused annual leave. Subject to all the provisions of this Agreement, EMPLOYEE may use a portion of accrued annual leave and may receive a lump sum payment for the remainder of accrued annual leave.

M. Sick Leave

1. For the purposes of determining eligibility for Sick Leave allowance, the term “continuous service” shall be that service commencing with employment with the DISTRICT and continuing until termination. For the purpose of determining Sick Leave earned, the term “actual service” shall mean the number of days actually worked on the job; provided, however, that absence from work due to Sick Leave with pay, Annual Leave with pay, Voluntary Unpaid Leave as specified herein, injury or illness incurred in the DISTRICT service, shall be deemed actual service.
2. EMPLOYEE will be advanced 130 hours of prorated Sick Leave at the start of employment (*5 hours per pay period multiplied by 26 pay periods equals 130 hours total*)
3. Sick Leave with pay may be used in the case of a bona fide illness of EMPLOYEE or a member of the EMPLOYEE’s family within the third degree of consanguinity.
4. Evidence in the form of a physician’s certificate or certificate of illness executed by EMPLOYEE and upon the form approved by DISTRICT shall be furnished as proof of adequacy of the reason for the EMPLOYEE’s absence during the time when sick leave was requested if requested by the DISTRICT. Certificates may be required by the DISTRICT when there is: (a) absence in excess of three (3) days, or (b) reason to believe that the Sick Leave privilege is being abused.
5. EMPLOYEE shall not be entitled to Sick Leave while absent from duty on account of any of the following:
 - i. Disability arising from any conduct which is in violation of federal, state, or local statute, or written DISTRICT policy.
 - ii. Sickness or disability sustained while on Leave Without Pay.
6. Recovery for Damages: If EMPLOYEE recovers damages for time lost, EMPLOYEE shall not receive Sick Leave pay under this Agreement for the same time; or having received sick leave prior to the recovery of damages, EMPLOYEE shall repay the DISTRICT for any amount paid.
7. Return to Work: If EMPLOYEE is certified by a physician to be absent from work for a specified period of time due to illness or injury, EMPLOYEE must present a physician’s release if EMPLOYEE wishes to return to work prior to the date originally specified by the physician.
8. EMPLOYEE may elect to cash out the remainder of the prorated amount of advanced unused sick leave upon termination of this Agreement.

N. Workers’ Compensation Leave

1. EMPLOYEE is entitled to Workers’ Compensation Leave as outlined in Nevada Revised Statutes 616 and 617.
2. The following procedures shall be followed when EMPLOYEE is compensated by the DISTRICT, within the maximum of sixty (60) days in a twelve (12)-month period.

- i. All Workers' Compensation payments will be credited to the DISTRICT.
- ii. EMPLOYEE shall be credited first for annual leave, then sick leave hours charged during this disability. The hours charged to and compensated for by Workers' Compensation are multiplied by two thirds (2/3) and credited to the EMPLOYEE.
- iii. In no event shall EMPLOYEE be allowed to receive EMPLOYEE's Workers' Compensation payment as well as compensation from the DISTRICT.

O. Court Leave

1. If EMPLOYEE appears in any court or before a grand jury as a party to an action arising out of DISTRICT employment or as a witness to either a civil or criminal case for the purpose of giving testimony as to facts or knowledge received in the course of DISTRICT employment, EMPLOYEE shall receive full compensation as though actually on the job during such time. EMPLOYEE shall claim any jury, witness, or other fee to which EMPLOYEE may be entitled by reason of such appearance and forthwith pay the same over to the Chief Financial Officer to be deposited in the General Fund of the DISTRICT. In all cases, however, EMPLOYEE shall retain any mileage allowance. If EMPLOYEE is on duty and witnesses an event not related to the performance of his/her duty, but as a bystander witness, EMPLOYEE will not be compensated for any court or other appearance. Additionally, EMPLOYEE will not be paid court pay for any court appearance as a witness against the DISTRICT.
2. Reporting on Timecard: Notation will be made on the timecard for the hours of court leave granted to EMPLOYEE while absent from the EMPLOYEE's regularly scheduled duties.

P. Bereavement Leave

If EMPLOYEE experiences the death of the EMPLOYEE's spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, siblings-in-law, or other legal dependent, the EMPLOYEE shall be granted Bereavement Leave upon request and notice to the DISTRICT of such death. The EMPLOYEE must notify the Board prior to taking such leave. Bereavement Leave shall not be counted against the EMPLOYEE's accrued vacation or sick leave and shall be granted from the time of notice until the end of funeral services not to exceed ten (10) calendar days.

S. Retiree Medical Insurance

In the event of a job-related death or job-related total permanent disability, DISTRICT shall pay One Hundred percent (100%) of EMPLOYEE's remaining advanced sick leave.

T. The DISTRICT shall pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and participation in national, regional, state, and local associations and organizations

necessary and desirable for EMPLOYEE's continued professional participation, growth, and advancement and for the good of the DISTRICT, including but not limited to maintaining any licenses or certifications held by EMPLOYEE at time of appointment to the Position.

U. The DISTRICT agrees to pay the reasonable travel and subsistence expenses of EMPLOYEE for professional and official business travel and meetings adequate to continue professional development of EMPLOYEE and to adequately pursue necessary official functions and matters of interest to DISTRICT on a case-by-case basis. Requests for reimbursement will be brought before the Board for consideration.

V. The DISTRICT agrees to provide EMPLOYEE with a DISTRICT procurement card for expenses that are non-personal and are job-related for EMPLOYEE in the normal course of his duties. DISTRICT reserves the right to review any and all transactions EMPLOYEE makes using a DISTRICT procurement card and to demand reimbursement from EMPLOYEE for any transactions deemed personal and/or not job-related. The DISTRICT further reserves the right to discipline EMPLOYEE, up to and including termination for cause, for misuse of the DISTRICT procurement card. These remedies are not exclusive, and the DISTRICT may seek any other remedies available at law or in equity.

Section 4. Term of Agreement

This Agreement shall commence on April 15th, 2024, and shall continue until April 14th, 2025, unless otherwise concluded or terminated pursuant to the terms and conditions of this Agreement. Nothing in this Agreement is intended to restrict the Parties' rights and abilities to enter into subsequent amendments to this Agreement.

Section 5. Performance Evaluation and Salary Review

- A.** The DISTRICT shall review and evaluate the EMPLOYEE's performance every three (3) months, to be completed on or before July 15th, 2024, October 15th, 2024, and January 15th, 2025. Prior to the end of the term of this Agreement on April 14th, 2025, an annual performance evaluation will be provided to EMPLOYEE.
- B.** During these 3-month reviews, the DISTRICT may establish specific performance criteria to assist with the next review of EMPLOYEE. The DISTRICT will meet and confer with the EMPLOYEE as part of the performance criteria setting process. Any specific performance criteria established by the DISTRICT shall be applied prospectively only and shall not be applied retroactively to evaluate the performance of the EMPLOYEE.
- C.** In addition to the 3-month performance evaluations provided in this Section, the DISTRICT shall use best efforts to provide to EMPLOYEE, in a timely manner, substantive criticisms, complaints, and suggestions for study and/or appropriate action by EMPLOYEE.
- D.** During any of the 3-month performance evaluation processes or at such other time as is appropriate based on the circumstances and this Agreement, the DISTRICT may, upon finding that EMPLOYEE has failed to maintain the standard of work required, evaluate this Agreement for termination of EMPLOYEE.

Section 6. Termination

For purposes of interpreting this Agreement, whenever the general term “terminate” or any of its derivative forms is used, such term shall generally mean separation from employment, whether or not cause is established. The use of the term “termination” is not intended to and does not create any legal requirement that termination be premised on a determination of cause or breach of this Agreement. The services of EMPLOYEE may be terminated by any of the following methods:

- A. **Mutual Agreement.** EMPLOYEE’s employment in the service of the DISTRICT may be terminated by written mutual agreement executed by both parties.
- B. **Termination Without Cause.** This Agreement may be terminated for any legal reason whatsoever and/or for no reason at all, in the sole, absolute, and unreviewable discretion of the DISTRICT, upon written notice by the Board Chairperson to EMPLOYEE. The DISTRICT may terminate EMPLOYEE’s employment without cause by providing Thirty (30) days’ advance written notice to EMPLOYEE. During such Thirty (30) day period, the DISTRICT, in its sole discretion, may determine if EMPLOYEE is to maintain regular business hours for the DISTRICT or if EMPLOYEE should be placed on administrative leave with pay. If the DISTRICT terminates EMPLOYEE’s employment without cause, DISTRICT shall pay to EMPLOYEE within Two (2) weeks following the end of the 30-day notice period, the following severance package:
 - 1. One (1) months’ base salary;
 - 2. All salary and benefits due and owing under this Agreement as of the termination date;
 - 3. Payment for all unused advanced annual leave and sick leave; and
 - 4. One-time payment equivalent to the cost of one (1) months of DISTRICT paid health, dental, vision, life and long-term disability insurance premium.
 - 5. Such severance package shall constitute liquidated damages in lieu of any and all claims by EMPLOYEE against DISTRICT and all of its officials, directors, officers, employees, and agents arising out of this Agreement and shall be in full and complete satisfaction of any and all rights EMPLOYEE may enjoy hereunder. No portion of such severance package shall be payable until five (5) business days after EMPLOYEE delivers to DISTRICT a duly executed unconditional release of liability. EMPLOYEE is not entitled to any other remedies, contractual or otherwise, for termination without cause except as required by law.
- C. **Termination For Cause.** The DISTRICT may, upon Thirty (30) days’ written notice to EMPLOYEE specifically identifying a deficiency in EMPLOYEE’s performance and after reasonable opportunity for EMPLOYEE to cure the same, terminate this Agreement for cause. For the purposes of this Agreement, “cause” shall mean any of the following: EMPLOYEE’s failure to perform the duties of the Position in a satisfactory manner;

commission of fraud, misappropriation, embezzlement, any act of misappropriation or failure to account for public funds, or any act of moral turpitude or any act that would tend to diminish public confidence in the government of the DISTRICT should EMPLOYEE remain in the Position, or similar acts of dishonesty, including but not limited to making false statements under oath, on any official report, during any administrative or governmental proceeding, on any employment application or during interviews leading to employment; conviction of any crime involving moral turpitude or violence; conviction of any felony; arrest, indictment, or other charge for a felony under circumstances indicating EMPLOYEE committed a felony without legal justification, regardless of whether EMPLOYEE is convicted of a felony; intentional misconduct that may subject DISTRICT to criminal or civil liability; breach of EMPLOYEE's duty of loyalty, including the disruption of opportunities properly belonging to DISTRICT; willful disregard of DISTRICT policies and procedures; breach of any of the material terms of this Agreement; and insubordination or deliberate refusal to follow the lawful instructions of the DISTRICT. Upon termination of this Agreement by DISTRICT under this subsection, EMPLOYEE shall be entitled to receive all salary and benefits due and owing under this Agreement as of the termination date.

- D. Early Termination by Employee. EMPLOYEE may terminate this Agreement upon Ninety (90) days' written notice to the DISTRICT. EMPLOYEE shall continue to perform all duties under this Agreement until the end of such Ninety (90) day period, provided, however, that the DISTRICT may, at its sole option, immediately terminate this Agreement upon written notice to EMPLOYEE, and in the event the DISTRICT elects to so terminate this Agreement, the DISTRICT shall continue to pay EMPLOYEE's Total Compensation through the end of the Ninety (90) day period. Thereafter, EMPLOYEE shall not be entitled to receive compensation or other benefits under this Agreement, provided, however, that EMPLOYEE shall be entitled to receive all rights and benefits vested under this Agreement as of the date of termination and may elect COBRA benefits if EMPLOYEE is eligible.
- F. Termination by Death. EMPLOYEE'S employment shall terminate automatically upon his death. The DISTRICT shall pay to EMPLOYEE's beneficiaries or estate, as appropriate and as permitted by applicable law, any compensation then due and owing, including but not limited to a lump sum payment for remaining advanced sick and annual leave; however, there shall be no entitlement to severance or non-renewal package benefits. Nothing in this section shall affect any entitlements of EMPLOYEE's heirs, beneficiaries, or estate to the benefits of any life insurance plan or other applicable benefits.

Section 7. Termination Obligations

- A. Duties of Employee. Upon termination for any reason, EMPLOYEE shall:
1. Leave the premises of the DISTRICT if requested by the Board of Directors;
 2. Immediately turn over all records, books, papers, computers (including all computer devices), computer disks or other storage devices, keys, phones, uniforms, tools, credit cards, identification cards or badges, vehicles, and all other property owned by the DISTRICT or used by EMPLOYEE in connection with EMPLOYEE's duties;
 3. Discuss with anyone designated by the DISTRICT all work in progress and reveal all information that may be needed by a person who will perform the duties of the Position;
 4. Participate in a termination interview with representatives of the DISTRICT if requested; and
 5. Reimburse or indemnify the DISTRICT for any costs or claims owed by EMPLOYEE or as a result of EMPLOYEE's conduct for the DISTRICT.
- B. Cooperate in Pending Work and Litigation. Following any termination of EMPLOYEE's employment for any reason, EMPLOYEE shall fully cooperate with the DISTRICT in all matters relating to winding down or transfer of pending work and duties to other DISTRICT employees. EMPLOYEE shall also cooperate with DISTRICT in any litigation or administrative action in which the DISTRICT or any of the DISTRICT's employees is a party that relates in any way to EMPLOYEE's acts, omissions, or knowledge while employed by the DISTRICT. If after termination EMPLOYEE's cooperation in defense of any such litigation or administrative action requires more than five (5) hours of time, EMPLOYEE shall be paid at an hourly rate of One Hundred Fifty dollars (\$150.00) for his time and all reasonable associated expenses.

Section 8. Agreement Non-Renewal

The DISTRICT shall give EMPLOYEE at least thirty (30) days' written notice if EMPLOYEE's Agreement will not be renewed. The DISTRICT, in its sole discretion, may place EMPLOYEE on administrative leave with pay until EMPLOYEE's Agreement ends. In the event EMPLOYEE's Agreement is not renewed, EMPLOYEE shall receive the following Non-Renewal Package:

- A. Three (3) months' base salary;
- B. Payment for all unused advanced annual leave and sick leave; and
- C. One-time payment equivalent to the cost of six (3) months of DISTRICT paid health, dental, vision, and long-term disability insurance premiums.

Section 9. Termination of Agreement by Employee

If EMPLOYEE terminates this Agreement for any reason or elects not to renew this Agreement for any reason, no severance or Non-Renewal package will be due and owing to EMPLOYEE. EMPLOYEE shall receive payment for unused advanced annual and sick leave.

Section 10. Ethical Commitments

- A. EMPLOYEE agrees to adhere to all ethical standards applicable to employees and officers of DISTRICT, including but not limited to the provisions of NRS Chapter 281A.
- B. EMPLOYEE shall not endorse, make financial contributions, sign or circulate petitions, or participate in fundraising activities for any individual(s) seeking or holding elected office in the DISTRICT government. EMPLOYEE shall not seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.
- C. The DISTRICT shall support EMPLOYEE in keeping these commitments by refraining from any order, direction, or request that would require EMPLOYEE to violate these commitments. Specifically, neither the DISTRICT nor any individual member thereof shall request EMPLOYEE to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office in the DISTRICT government, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.
- D. The provisions of this Section shall not be construed to limit EMPLOYEE's rights, in a private capacity, to vote for or against any candidate for DISTRICT office or any ballot question affecting the DISTRICT. Further, these provisions shall not be construed to limit EMPLOYEE's rights, in a private capacity, to make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office in government other than the DISTRICT.

Section 11. General Provisions

- A. This Agreement contains the full and complete statement of all arrangements between the Parties with respect to EMPLOYEE's employment with the DISTRICT and all benefits arising therefrom. There are no representations, agreements, arrangements, or understandings, oral or written, relating to the subject matter of this Agreement that are not fully expressed in this Agreement.
- B. The provisions of this Agreement may be waived, changed, modified, or discharged only by a written amendment to this Agreement signed by the DISTRICT and EMPLOYEE.
- C. If any provision of this Agreement is held to be invalid or unenforceable by any judgment or decision of an administrative, arbitral, or judicial tribunal, court, or other body of competent jurisdiction, such provision shall be severed from this Agreement, the remainder of this Agreement shall not be affected by such judgment or decision, and the Agreement shall be carried out as nearly as possible according to its other provisions and intent.
- D. Any Party's failure to declare any particular breach of this Agreement by the other Party shall not constitute waiver by such Party of any other breach of this Agreement or any rights or remedies for any other breach of this Agreement
- E. The Parties have had the opportunity to consult independent legal counsel regarding the provisions of this Agreement, and this Agreement shall not be construed in favor of or against either Party by virtue of who drafted its terms and conditions. Headings used in this Agreement are for reference purposes only and shall not be used to interpret the terms and conditions of this Agreement. Unless the context requires otherwise, the masculine, feminine, and neutral genders and the singular and the plural include one another.
- F. This Agreement shall be governed by and construed according to the laws of the State of Nevada. Any claims relating to or arising from this Agreement shall be brought in a court of competent jurisdiction in the County of Lyon, State of Nevada.
- G. All notices required or permitted under this Agreement shall be in writing and shall be sent to the DISTRICT and the home address of EMPLOYEE. EMPLOYEE shall provide written notice of any change of address within five (5) business days of such change.
- H. The Parties acknowledge that they have consulted with or have had the opportunity to consult with independent legal counsel of their own choice concerning this Agreement and that they have read and understood the Agreement, are fully aware of its legal effect, and have entered into it freely based upon their own judgment and not based on any representations or promises other than those expressly contained in this Agreement.

IN WITNESS WHEREOF, the DISTRICT has caused this Agreement to be signed and executed on behalf of the DISTRICT by its Chairperson and duly attested by a second member of the Board, and EMPLOYEE has signed and executed this Agreement, all on the day and year first above written.

EMPLOYEE

**NORTH LYON COUNTY FIRE
PROTECTION DISTRICT CHAIRPERSON**

Brian Bunn

Paul Murphy

ATTEST

Second Board Member Name

Second Board Member Signature

Exhibit A

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

Job Description

INTERIM FIRE CHIEF

DEFINITION: Plans, directs, leads, coordinates, organizes, and supervises the activities and operations of the Fire District, including the activities of all Fire District Members. Responsible for management of all Fire District resources consistent with the administrative and policy direction of the Fire District Board. Provides highly responsible, technical, and complex administrative support to the Fire District Board.

DISTINGUISHING CHARACTERISTICS: This position is responsible for the overall activities and operations of the Fire District and has full authority over all District Members. Receives broad policy guidance and administrative direction from the Fire District Board. An employee in this position is at will, serving at the pleasure of the Fire District Board.

EXAMPLES OF DUTIES: The duties listed below are examples of the work typically performed by an employee in this position. An employee may not be assigned all duties listed and may be assigned duties which are not listed below.

- Plans, directs, coordinates, supervises, and evaluates fire protection including suppression and prevention, emergency medical services, and disaster preparedness programs and activities for the Fire District.
- Selects, assigns, trains, motivates, and evaluates Fire District Members; provides or coordinates staff training; listens to, responds to, and resolves employee problems, concerns, and grievances; works with employees to correct deficiencies; administers discipline for inadequate performance and/or improper behavior.
- Develops an annual budget that coincides with the goals set forth in the Fire District's strategic plan; anticipates the future financial needs of the Fire District by providing for equipment, apparatus, stations, and other major purchases within the budget; monitors expenditures to ensure compliance with the budget; accounts for variances between projected and actual expenditures; initiates remedial action and reports significant variances to the Fire District Board; actively pursues new and existing revenue sources for the Fire District.
- Administers the preparation of the Fire District Board meeting agendas; attends Fire District Board meetings, City of Fernley Council meetings, and other current or future committee, advisory, or agency meetings, as directed by the Fire District Board; gives oral and written presentations to the Fire District Board and to other public and private groups; provides information to the media and the public regarding Fire District operations; provides staff assistance to the Fire District Board; prepares and presents staff reports and other necessary correspondence.
- Establishes a strategic plan for the overall development and progression of the Fire District; provides leadership and direction in the development of short- and long-range plans for achieving overall goals; works with the Fire District Board and manages the implementation of Fire District goals, objectives, policies, and priorities for each assigned service area.
- Develops, evaluates, recommends, and administers operational and administrative policies, procedures, and guidelines to meet the goals and objectives of the Fire District while ensuring timely, efficient, and effective delivery of programs and services.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal

reporting relationships; identifies opportunities for improvement; directs the implementation of changes.

- Plans, directs, and coordinates, through subordinate level managers, the implementation of the Fire District's work plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.
- Provides direction and support to Fire District Members and the Fire District Board including advice, education, and consultation; receives, investigates, and resolves inquiries, complaints, and concerns regarding Fire District programs, services, and facilities.
- Acts as a liaison and represents the Fire District to cities, counties, regional State and Federal agencies, and outside organizations on a broad range of matters; participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the fields of fire suppression and prevention, emergency medical services, and disaster preparedness programs.
- Represents the Fire District in matters pertaining to Local Union negotiations, grievances, and labor-management relations; maintains a positive, courteous, and collaborative attitude with Local Union leadership and members.
- Represents the Fire District with dignity, integrity, and a spirit of cooperation in all relationships with the many and varied public, as well as interaction with community and professional organizations, and in dealing internally with Fire District Members; ensures that the Fire District's Members provide services to the public in a courteous and sensitive manner.
- Responds to incidents, performs emergency activities, and provides direct supervision as deemed necessary to ensure effective and efficient delivery of emergency services.
- Fights fires inside and outside of structures and in the wildland and urban interface settings; provides emergency medical assistance to level of training, certification, and licensure.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Ability:

Knowledge of

- Principles, practices, methods, and techniques of modern fire protection, emergency medical service, and disaster preparedness;
- Principles and practices of public administration, budgeting, training, personnel management, and organizational techniques;
- Principles and practices of leadership, management, and supervision;
- Methods of analyzing, evaluating, and modifying administrative and operational policies and procedures;
- Applicable federal, state, and local laws and regulations regarding local government operations, services, and programs;
- Basic techniques of hazardous materials identification and incident management
- Principles and procedures of fire scene investigation and arson detection
- Basic operation and mechanics of firefighting equipment, use of emergency medical aid, rescue equipment, and other emergency equipment;
- Geography, fire hazards, and fire protection resources including personnel, equipment, water supplies, and communications, both within the Fire District and neighboring agencies.

Skills in

- Providing leadership;
- Delegating authority and responsibility;
- Planning, organizing, directing, and coordinating the work of Fire District Members;
- Selecting, supervising, training, motivating, and evaluating staff;

Ability to

- Provide leadership in recruiting, retaining, training, and motivating Fire District Members;
- Identify and respond to community and Fire District Board issues, concerns, and needs;
- Develop, implement, and administer policies, goals, objectives, and procedures for providing effective and efficient fire prevention, suppression, and emergency medical services;
- Prepare, administer, and monitor large and complex budgets;
- Allocate limited resources in a cost effective manner;
- Define and analyze problems, collect data, establish facts, draw valid conclusions, identify alternative solutions, project consequences of proposed actions, and adopt and implement an effective course of action;
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques;
- Understand, interpret, and apply federal, state, and local policies, procedures, laws, and regulations;
- Communicate clearly and concisely in both oral and written mediums;
- Present findings, recommendations, and information to individuals and groups in an understandable and persuasive manner;
- Use and apply firefighting, emergency medical services, and disaster preparedness techniques and procedures;
- Think and act effectively in emergencies;
- Work effectively under the pressure of deadlines and conflicting demands;
- Establish and maintain effective working relationships with those contacted in the course of work including the Fire District Board, Fire District Members, cities, counties, and other governmental officials and agencies, community groups, private businesses, and the public.

Special Requirements: The employee must submit to and pass both a background investigation and an annual medical examination provided by the District. Background investigations and annual medical examinations performed by other agencies with whom the employee is currently employed or has recently, within three (3) months, been employed by may be used to satisfy these requirements.

License or Certification Requirements: Must possess a valid State of Nevada driver's license with 'F' endorsement or equivalent at time of application and maintain class and endorsement throughout employment. Must maintain EMS licensure with the State of Nevada during employment.

PHYSICAL AND MENTAL REQUIREMENTS:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Strength, stamina, and agility to utilize fire suppression equipment for long periods of time. Strength and stamina to fight fires while wearing heavy protective clothing and self-contained breathing apparatus. Frequent lifting and/or moving of objects up to 30 pounds and occasional moving of objects up to 100

pounds. Specific vision abilities required include close vision, color vision, and the ability to adjust focus. Physical fitness must be maintained to perform a variety of maintenance duties as well as rescue and firefighting activities.

In compliance with applicable disability laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.

WORKING CONDITIONS: Work is performed both in the office and out in the field. While performing the duties of this position in the office, the employee may work in a generally clean office environment with limited exposure to conditions such as dust, fumes, odors, or noise. In the field, the employee will be frequently exposed to outside environmental conditions inherent with Northern Nevada such as altitudes more than 4000' above sea level, extreme cold and heat, wet and/or humid conditions, high winds, high and/or precarious places, smoke, fumes, airborne particulate matter, toxic or caustic chemicals, and risk of electrical shock. May be exposed to the bodily fluids of other humans. May be exposed to environments that are immediately dangerous to life and health while wearing proper personal protective equipment. The noise level may be loud and require hearing protection.

The employee may have periodic contact with angry or upset individuals, frequent interruptions of planned work activities by telephone calls, office visitors, and response to emergencies or other unplanned events. Position requires occasional strenuous work and long hours, and the ability to attend and/or manage an emergency incident at any time. Participation in wildland fires may require the employee to remain on the incident for several days.

FLSA Status: Exempt

I, _____ (print name), have read and understand this job description. A copy of the signed job description will be provided to me at the time of submission.

Signature

Date