



## 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 June 13, 2024

Time: 5:00 p.m. or 1700 hours

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

### Directors

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

Join Zoom Meeting at:

<https://us02web.zoom.us/j/81102502060?pwd=j30xSjBOTOQSA17BfovbiEZrAF3RSS.1>

*Dial: 1-253-215-8782   Meeting ID: 811 0250 2060   Passcode: 555686*

## 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.)

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

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

### 4. **WORKSHOP:** Discussion regarding Standard Operating Procedures (not to exceed 60 minutes)

Discussion and action regarding Revenue and Expenditures\*

- ### 5.
- 5a. Enterprise Fund Revenue and Expenditures
  - 5b. General Fund Revenue and Expenditures

### 6. Discussion and action to appoint vacant Board of Director position\*

### 7. Swear in Board of Director

### 8. Discussion and action to appoint vacant Board of Director Vice Chair position\*

### 9. Discussion and possible action to approve the 2024-25 NPAIP Member Coverage\*

### 10. Discussion and action to approve an Agreement for services between North Lyon County Fire Protection District and First Due\*

### 11. Discussion and action regarding ratification of FY23-24 and FY24-25 CBA\*

12. Discussion and action to set dates and times for S.O.P. Workshop \*
13. Reports of Directors, Fire Chief, Fire Marshal, Staff, Volunteers, Local 4547, City of Fernley

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## 15. 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. June 10, 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 Silverlance 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](http://www.notice.nv.gov)

**Distribution:** To ALL persons requesting notification.

**PEOPLE FIRST**

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

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MINUTES of Budget Workshop

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

May 2, 2024

**1. Call to Order**

The meeting was called to order at 1802.

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

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

**2. Public Comment** (No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public 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 can comment in person at the meeting or use the Raise your Hand feature in Zoom.)

None.

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

**3a. Review and approve of Board Agenda**

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		

**4. Discussion regarding FY2024-2025 Budget**

Chairman Murphy stated that we have some better numbers to end this year, which we based

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our next fiscal year budget on. He stated that Accountant, David Silva reviewed this and made some comments. Mrs. Kasey Miller shared that he would be joining the meeting by calling in to answer any questions. The leadership team and himself met on Tuesday morning for 4 ½ hours, went through everything, line item by line item. They decided where they will fall at with our projections for 2024-25 and are looking okay. He stated that the bottom line is that they know what we're going to get for Ad Valorem and C tax on the fireside, and it's never a guarantee what we are going to get from EMS, we take that based on projection. We're also going to be making changes as to how we do EMS billing, and hopefully improving our GEMT revenues by making those changes. That is the plan going forward, and we are going to do it the right way and try to optimize the returns from the service that we provide.

Starting with fire, the projected vs. the proposed. Chairman Murphy stated that for any revenue, when he did his projections, he did not project out additional, he kept it as what it was and what we know we are going to get. We can never guarantee certain revenues, so what you see there for 2024-25 proposed, total revenue for fire is \$3,925,747.00. Any questions on Ad Valorem or C tax come directly from the Department of Taxation website. They are fixed numbers and have the ability to change over time depending on when people pay their taxes, if they're not getting them automatically pulled from their mortgages or, however, they have their accounting set up. Chairman Murphy explained that some people pay their mortgages off and still have to pay taxes. Some people pay quarterly, and some wait until the end of the quarter, and we don't see that disbursement until the end of the quarter. This is one of the reasons we have to have an ending balance and a contingency, so if something were to happen and people did not pay all of their taxes and were behind in a quarter, we wouldn't be getting that revenue yet. That would be what causes that to change.

Chairman Murphy added that he would like to note that the actual Ad Valorem should be about \$4.6 million, and we are losing about \$1.5 million to the abatement. We are capped by 3% growth every year, per the abatement that went in before the bubble burst in 2008.

Other

Mutual Aid- we are anticipating about \$350,000.00 for out-of-district Wildland assignments. This is down from the \$550,000.00 figure in 2023-24. We are trying to be conservative and not end up in a position that we found ourselves in again this year.

Contracts- He explained that the number you see there is the 2023-24 NV Energy contract Projected Final of \$169,264.00, and that no longer exists. We are not going to anticipate that.

Interlocal/Grants- none.

Inspections- Chairman Murphy explained that we are basing this off what we are projecting for the end of this current fiscal year for about \$5000.00.

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HAZMAT Permits- The Fire Marshall believes that we will come up at about \$10,000.00, and we might see more than that.

Fire Safety Reviews are about in line for the same amount, underbudgeting our revenues to be safe.

Operation Permits are our burn permits and were previously budgeted, but that number has never been seen in the history of the department and we decided to put a realistic number there.

Cost Recovery- We have a program and have used it in the past as a mechanism for us to generate additional revenue that is not tax-based. This is a service fee, and we are going to capitalize on this like we have in the past. In the past, we have averaged about \$20,000.00 per year, but if our crews are doing this correctly, we can see much more than that. This is money on the table that we can get for the service that we provide, in addition to Ad Valorem, and fees generated by EMS.

#### Expenditures

Wages/Salaries needed a lot of cleaning up, and nothing was consistent. Chairman Murphy stated that we've brought everyone to where they should be. He explained that nobody should have been frozen or taken a loss in pay. He added that there were a lot of disparities in how people were being paid, so we've cleaned a lot of that up. He shared the new number of \$1,066,801.00. He added that this is where everyone should be currently, and this does not include increases for this coming year. These are items in the contract under the CBA for step increases for staff. We do have longevity for people who have been here for over 5 years. He added that wages/salaries for EMS are \$950,586.00. He added that 3 people aren't on fire PERS, and that is 33.5% for PERS for non-fire, and for fire, it is 50%. We are going to take those wages/salaries and multiply them by .5, and that is what we can anticipate in PERS payments. Fire PERS will be about \$533,400.00

Chairman Murphy stated that over time budgeted for \$350,000.00, it is less than the projected final for this current fiscal year. He added that we have generated a lot of overtime to cover Duty Officer coverage. He added that we have a plan in place to reduce this cost to the district. He explained that we have all identified Duty Officer coverage as paramount to service delivery and that we need someone to answer the phones and run things from that overhead position. We are going to be able to do that within the ranks and it should not generate over time, and there should be a differential for qualified staff to be Duty Officers. Because of that, hopefully, we will see a reduction in overtime. That overtime figure on both Fire/ EMS is also accounting for out-of-district overtime, it may not be as big if we don't run a lot of fires because that is what makes the district more money.

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Temp Salaries- Chairman Murphy shared that we have talked about augmenting staff and adding another reserve every day and that this was something that we have done before. He added to put on a reserve 24 hours a day for the entire year with wages alone is \$137,000.00, and we can revisit this and look at it if we need to.

Chairman Murphy stated that we already spoke about overtime.

Holiday- Chairman Murphy explained that this is a flat figure, and everybody gets paid for holidays, and that is a total of \$100,000.00. He explained that everything is rounded to an even number in the proposed and it was all based on the 2023-24 Projected.

Uniforms- Chairman Murphy explained that we split \$20,000.00 between Fire and EMS.

Physicals- Chairman Murphy explained that everybody needs to have their physicals, and we reallocated this. This is the total divided between the two, and they are split between Fire and EMS, as it should have been done.

PERS have already been accounted for.

Employer Tax Fee- Chairman Murphy explained that the employer pays the taxes and fees, and we do anticipate this to go up a little bit. We have gone from the \$29,000.00 projected end of the year this year, and we are budgeting for \$39,000.00.

Worker's Comp- Chairman Murphy shared that we are seeing a slight 10% increase and that he had increased what he had originally had there, 10% to \$242,000.00 in Fire.

Health Insurance- Chairman Murphy stated that we always anticipate this to go up, and we are going to be shopping around either for a better plan, the same, or less of a rate. He explained that normally, the bigger the group, the better rate for your members with better coverage. He added that there are ways and mechanisms that we can optimize the way that we provide health care to our employees and their families, to be effective and cost-efficient with it at the same time. With that increase we anticipate between 18% and 20%, so we put that as \$300,000.00.

Contract Obligations- Chairman Murphy shared that there was \$61,000.00 budgeted in this fiscal year, but no money had been put into or drawn from that account. He added that would be zero now.

Cadets- Chairman Murphy explained in miscellaneous Revenues for Fire, there is \$10,000.00. The Cadets self-fund, fundraise, and condone themselves financially. He explained that this zeroes itself out, it hasn't cost us money, it is huge PR for the district, and it is a great program for the kids. He added that we will continue to do that, and it self-funds.

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**Office Operating**

Supplies/Postage- Chairman Murphy stated that we have kept it close to what we ended up with this year, and we don't anticipate any massive increases, and that is \$12,000.00.

Equipment/IT- We have increased this by about \$4,500.00. Chief Bunn shared that it is a portion of dispatch, going to an iPad-style communications system. So, when dispatch initiates a call, it shows up routes and provides all the information, live and in front of them as they are responding. Chairman Murphy added that the mapping program on the MDT will show us where the hydrants are, and access routes. If we go mutual aid for other departments or they come out to us, if they're on this program, they will see what we see. He added that between the organizations, it makes communications cleaner, and everyone sees the same thing, and it's a great tool.

Books/Publications- There is not a lot of change, it is now \$6,000.00.

Prevention/Education- Fire prevention is one of the reasons we see fewer fires next to our building code enforcement, but we are only putting \$6,000.00 into it because that is what we spend anyway.

Insurance- Commercial Insurance like POOL PACT, is going up but we are splitting it between Fire EMS more equally, so \$35,500.00, and you will see that when we get to ambulance.

Professional Fees- These are attorney fees, us paying the accountant for the audit and general accounting that he provides for us. It is very much inflated because we had to use attorneys a lot this past year on the projected. He added that going forward we do not anticipate this to be as high, and that \$100,000.00 might be high but we will see where this lands. He stated that we did change our city council, we went from the City of Fernley providing a set rate for unlimited, essentially work, for \$20,000.00 a year. We have gone to Mr. Nick Crosby, who has provided us with our contract services for negotiations and is now our General Council. He shared that his rate is \$250.00 per hour, but he doesn't hope to use him that much. Chairman Murphy thinks that relationships are vastly improving already, and we are working on external relationships now. With improving communications up and down, he thinks we are going to see a lot of this drop-off. That is the hope.

Dues- Mrs. Kasey Miller gave a few examples of some dues we pay, the Chamber of Commerce, Northern Nevada Fire Chiefs, and membership dues. It is proposed for \$2500.00 which is more than we anticipated spending last year.

Travel- Chairman Murphy explained that this is not Wildland travel, and this is all reimbursable when we run these fires. This is for travel if we have a conference to go to, the department will pay travel costs at the government pro-rate.

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Out-of-District Travel- This is what we expect in per diem and other travel expenses for out-of-district; if we don't go to fires, that number goes to zero.

Chairman Murphy shared that the office total is \$256,500.00 and is down from last year.

**Personnel Operating Costs**

Training- We have expanded the budget, and we have not invested in training as much as we should have. Part of that is our staff is so busy and they can't train. Chairman Murphy explained that one of the big changes that Chief Bunn is bringing is getting our line guys to focus on being the best that they can be to provide the best service to the community. Part of that is the increase in the training budget, and we have increased both sides to \$12,500.00.

Recruit/Retain- Chairman Murphy stated that we had this budgeted, and we spent none of it, and we are going to carry the \$5000.00 over. He explained that this is for fees and costs for filing. One of the changes that we have discussed making is having a validating testing process and doing a rotating test process. This means every two years we are going to test for promotions and hireable positions, whether we will hire or promote or not. This maintains a list, it makes it easy, and we are not trying to rush to fill positions. It is already there, we budgeted for it, and we should be using it.

Safety Equipment- Chief Bunn explained that this is anything from safety vests and materials that are required for traffic incident management, to safety devices for equipment apparatus, and is at \$5,000.00.

PPE- Chairman Murphy explained that there is a vastly smaller number than what we spent this year and that is because this was on both budgets, and it wasn't divided. He added that we do split our staffing between the two budgets, half is funded by Ambulance, and half is funded by the Ad Valorem. He explained that money does occasionally move back and forth to cover costs as it always has. We have broken it down and divided it, \$17,500.00 for turnouts, helmets, gloves, Wildland PPE, etc.

Chairman Murphy stated that the total personnel operating costs are \$40,000.00, budgeted for this coming year.

Chief Bunn explained that every firefighter right now only has one set, and it is critical that we get them another set so they can rotate that. The shelf life of PPE is 10 years. He explained that this budget will not fund two sets, and he is currently in the process of writing a grant to get a second set.

Vehicle Repair & Maintenance- Chairman Murphy explained that this is our heavy fleet. Tenders, engines, etc., and that is \$50,000.00.

Light- This is the HAZMAT trailer, horse trailer, and all of our lighter things, at \$10,000.00.



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Wildland- Chairman Murphy explained that we oddly did not budget here. He explained that is not to say that we exclusively use that equipment for out-of-district assignments, we also use it in the district. Tires get blown when driving across the desert to fight fires, and that is the cost of doing business locally. This is now at \$10,000.00.

Fuel- Chairman Murphy shared that we have significantly reduced our fuel for fire and that is because we don't roll them that often compared to the ambulances. He stated that we flipped the fuel cost between Fire EMS, and that is more appropriate than the way that it was. The \$35,000.00 came from there.

Misc.- Chairman Murphy explained that we can't budget for this, these are things that come up. Chairman Murphy stated the total is going to be \$105,000.00, slightly less than last year.

Accountant David Silva joined the meeting at 1832.

#### **Fire Equipment Supplies**

Equipment (non-capital)- Chairman Murphy explained that this is hand tools, hoses, chainsaws, and anything under \$5000.00.

Comms- Chairman Murphy stated that we are splitting again because both sides of the business use this.

Small Equipment Repair & Maintenance- Chairman Murphy shared that we were at \$17,000.00 last year, and the end of this year projected will be \$15,000.00.

Chairman Murphy added that the total for Fire equipment supplies is \$32,500.00, which is a little down from the \$41,172.00 that we are projecting to end at this year. Chairman Murphy added that we have split Station 61 and 62 between the budget. Station 61 comes from the primary fire station; this is where all of the administration is housed. This is going to be from the Fire Budget now.

#### **Station 61 Operating**

Station Repair & Maintenance- Chairman Murphy stated that there is a \$57,832.00 projected end of year, and we are only putting in \$25,000.00. He added that \$26,000.00 was for the riser repair, and it has been fixed.

Utilities- Chairman Murphy explained that this is the phones, gas, electricity, etc. \$34,000.00 is slightly higher but he stated that while going through all of this, a lot of the phone bills were being paid through Comms, and that is not what the Comms budget was intended to be. We went ahead and put the phone bills into utilities.

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Janitorial Supplies- Chairman Murphy explained that the cost will be more at Station 61 than at Station 62, but the total is \$7,000.00. This is for cleaning supplies, air fresheners, toilet paper, paper towels, etc. He stated that the total Station 61 operating costs are \$66,000.00.

**Non-Operating**

Contingency- Chairman Murphy shared that for total expenditures he has \$3,313,212.00, multiply that by 0.03, and that is \$99,396.06. We should have that amount in contingency, and we will add \$604.00 to that and make it \$100,000.00. Accountant David Silva stated that he wouldn't go that high and the budget is going to be tight. He explained that contingency is for unplanned expenses, but other mechanisms are available if you had to go over budget. He suggested that we might be comfortable going to \$80,000.00. Chairman Murphy asked if that is something that is dictated by NRS, that is something that is good practice or is it a statute, and Mr. Silva answered that it is optional. However, if you do budget it, you cannot go over the 3%. Mrs. Miller stated that you don't have to be at 3%, you can go under it, and Mr. Silva agreed.

Capital Outlay- Chairman Murphy stated they we put \$20,000.00, and that is what was projected to be spent for the end of this year. This is typically what we are going to put money into if we are going to purchase apparatus or big items. We do not have any immediate big items, and Chief Bunn responded that he sees no projections in the next fiscal year, however, speaking of large-term capital outlay, we should be looking at the future budget, as an enterprise fund so we can continuously put that money into that fund and purchase Capital directly out of that. He explained that it is a separate accounting enterprise fund. Accountant David Silva explained that in the Ambulance Fund, your budget is the anticipated cash expenditure for Capital Outlay. In the ambulance fund it doesn't affect our net income, or in our case net loss. He explained that there is a very significant outlay in the current fiscal year that we need to talk about when we get there. Mr. Silva explained that in terms of Capital Outlay for fire, the way that that is traditionally handled for you is through that Acquisition Fund. He thinks that the mechanism for budgeting for that is to set some money aside for equipment replacement. He stated that you can transfer money from your Fire Fund to the Acquisition Fund, and that money is essentially set aside. In this case, for the purpose of capital replacement. Further, the Acquisition Fund, that is where capital outlay for the Fire Fund comes from. Secondly, the Fire Fund debt payment comes out of the Acquisition Fund, and that is why it is right now, there is a budgeted transfer. The amount in the Tentative was about \$414,000.00, which given other things going on. He stated that he thinks that number is to high because of what the condition of the Ambulance Fund looks to be right now. Mr. Silva stated that in terms of Capital Outlay for the Fire Fund, he thinks that is what the Acquisition Fund can be for. He explained that you can easily set those funds aside, where they aren't touched except for those expressed purposes. Chief Bunn added that that is very similar to an Enterprise Fund as far as reserving and rolling money to future budget years.

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Chairman Murphy asked what was in acquisitions right now, and Mrs. Miller did not know but said she would find out. He stated that there is concern for the end of this fiscal year where we are going to end. We don't think we are going to have issues, but we will not know until we are there. Mr. Silva added to know what was budgeted for the acquisition fund for the current year, June 2024. It looks to be a lot higher than what needs to happen in the acquisition fund, and that can roll over to next year. He is hopeful that we can house that depreciation reserve, as well as any other capital outlay. He added that right now in the Acquisition Fund for June 30, 2024, the capital outlay number that is in the Tentative is only \$20,000.00. Mr. Silva stated that we need to make sure that we don't gloss over the Acquisition Fund because this year he thinks it is more important than it has been in the past.

Depreciation- Chairman Murphy stated that we are going to cut this out entirely because it is not supposed to be included in what we submit to the state, and we will zero that out.

Debt Payments- Chairman Murphy explained that this is our Station 61 USDA loan, this started in 2004 and will mature in 2034. This is a subject that has been brought up before and he thinks that this topic can get better if there are bigger payments into it, to bring the principal down faster to benefit us in the long term. Mr. Silva stated that the interest on the USDA is 4.38%.

Lease Payments- Chairman Murphy stated that it was \$179,698.00 for 2023-24, and we just brought it to \$180,000.00 for this year because we still have to make those payments.

Interfund Transfers- Chairman Murphy shared that this is where the augmentations will show up at. We do not have anything anticipated but are sure some will show up as the year goes on. Mrs. Miller stated that she thinks they will have to do a Budget Augmentation this year. Mr. Silva stated that if there are not any revenues to augment from, then you won't be doing that. He added that we were looking at \$550,000.00 to come in before the end of the year. He stated that if we get it before August 31<sup>st</sup>, then you can deem that to be Fiscal 2024 Revenue, otherwise, it would be 2025. Mr. Silva added that we may have to monitor things closely in terms of a potential augmentation. Chairman Murphy stated that we are anticipating and hoping for that money this fiscal year, and if it didn't and created a negative account balance going forward. He is asking what kind of situation that makes for us. Mr. Silva explained that the Department of Taxation will be looking for a plan as to how you're going to work out of that. He explained that if it is a matter of not receiving that \$550,000.00 until after August 31<sup>st</sup>, that is something that can be explained, but a plan would have to be presented to the Department of Taxation.

Chairman Murphy stated that \$3,925,747.00 and subtracting \$3,638,202.00 brings us to \$287,545.00. That is revenues minus expenditures balance total for this fiscal year. He added that at this point in time, we have a budget that is okay. There are some anticipated liabilities, but we will take those as they come. He shared that Union negotiations are still going on and

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things may or may not be impacted by that. We should be talking about the budget a lot sooner than now and we will do that this next fiscal year. We have also talked about maintaining a working spreadsheet and as we move forward, we can keep track of things better, so we aren't panicking about doing last-minute budgeting. He added that with negotiations, that is a process per NRS288 that should start February 1<sup>st</sup> and end April 1<sup>st</sup>. We are still not ratified on last year's Union negotiations, and we are doing two years of negotiations. At this point, there has been no increase in money and that may change.

Moving onto the ambulance budget, this is not tax-based and is an Enterprise Fund, these are fees generated from service. It was originally budgeted that we would be making \$2 million in Ambulance Revenue, which we have never done in the history of this department. Projected EMS Revenues for 2023-24 should be about \$1.35 million as shown on that spreadsheet. We will be making changes to EMS billing, and we have identified some opportunities for improvement with how our EMS billing is specifically with Medicare and GEMT. Chairman Murphy added that GEMT went up, and what he's done is they even out. If you look at 2023-24 and 2024-25, it's about \$2 million together, that is GEMT and fees that were generated from service. We should see a significant increase in GEMT. He added that \$80,000.00 might be low for what we expect but we don't want to over budget our revenues and find ourselves in a position that we are in now.

Subscriptions- Chairman Murphy explained this is the ambulance subscriptions. He shared that we put \$8,000.00, and this could be more and it could be less, and it's not a lot of money. We used to do the Vial of Life and that is maybe something that we should start doing again. It helps EMS when we go to people's houses, the vile of life contains information for the crews. It's a great program and it is also a mechanism to get people on our Ambulance Subscription Plan.

Grants- As before, we are not budgeting for grants, if we get them that is great.

Misc.- We can't budget for things that we don't know are going to happen or not, so that is zero. Chairman Murphy shared that total Revenues anticipated for 2024-25, he thinks is lower than where we are going to end, which is \$2,008,000.00.

## EXPENDITURES

Wages/Salaries- Chairman Murphy explained that wages and salaries is always the biggest cost of a budget. We were at \$745,818.00 at anticipated the end of this current fiscal year. We are looking at making corrections to people's pay because people are getting paid less than what they should have been and we are correcting these things and want to avoid future issues with labor. By doing so this will increase wages/salaries by \$950,586.00.

Temp Salaries- We decided to keep zero. If we do fund one reserve a day, we could work this between the two.

## **North Lyon County Fire Protection District**

**195 East Main Street**

**Fernley, Nevada 89408**

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

Overtime- Chairman Murphy explained that we have been paying a lot of overtime, and several vacancies that we have had to fill with overtime positions. The Duty Officer overtime is also part of that larger overtime figure. He explained that we are close to where we will end up this year but he thinks that \$200,000.00 is a realistic number for overtime.

Holiday- This is the paid holidays that we get paid for.

Uniforms- Chairman Murphy stated that we have increased this amount, \$40,000.00 split between both accounts, \$20,000.00 each.

Physicals- This is another item that was solely based on one budget, that has been split to follow the personnel within the budgets, equaling \$12,000.00. We have to do annual line staff physicals, and for our volunteer staff we do them every 3 years. He added that everyone needs to get physicals done.

Accountant David Silva stated that he is a little concerned about the Ambulance Fund. He added that he was not looking at salaries and benefits because he didn't know what you were going to have to do on that. Chairman Murphy explained that this number is the end of this year and what it represents. These numbers are after bringing everyone up to where they should be at. This does not include any step increases for next year. The reason they are not doing that is because we are still in negotiations and that may change before we submit a final. Mr. Silva stated that there is a significant equipment purchase in the current fiscal year, he was hoping for a little bit of clarity on that.

Mr. Silva's suggestion is to transfer from the Fire Fund to the Ambulance Fund. At least enough to get rid of most of the deficit. He added that they don't want a deficit in cash of that size going into the new budget year. He stated that that transfer is certainly very doable. We can reduce the transfer to the Acquisition Fund because it doesn't look like you are going to need it. Instead of that \$400,000.00 plus transfer going to the acquisition fund, he thinks we are in a position to divide it up, to have some of that go to the Ambulance Fund, and still have enough to go to the Acquisition Fund.

Chairman Murphy asked Mr. Silva about the \$122,000.00 that he put into the depreciation for the enterprise. If that was because it is in the Enterprise Fund and it is different, and Mr. Silva answered yes.

PERS- Chairman Murphy shared the PERS calculation to be \$950,586.00. PERS should be \$475,293.00, which is about right.

Employer Tax Fee- This is non-negotiable, and we have to pay those. It has slightly increased as anticipated to \$27,000.00.

Worker's Comp- We increased this by \$10,000.00, to \$170,500.00.

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

Health Insurance- We are shopping and hopefully getting something cheaper or better than what we have, and that is at \$300,000.00.  
All of these together are \$2,200,379.00 in total personnel expenditures.

**Office Operating**

Supplies/Postage- Chairman Murphy stated that there is an increase of about \$4,000.00, and \$5,000.00 is what we are budgeting.

Equipment IT- Chairman Murphy shared that we went up \$3000.00 from what we had originally proposed. It is now \$13,000.00, and we are going to buy one iPad per ambulance.

Books/Publications- \$1,500.00 for teaching materials.

Insurance- Chairman Murphy explained that this is POOL PACT and is split up equally. We are seeing an increase overall, but for the sake of the EMS budget, it is going to be less than the current fiscal year to \$35,500.00.

Professional Fees- This is lower than what we are projected to end this year but also don't have as high of anticipation for paying certain professional fees. He explained this is our auditing and accounting attorney's, etc.

Dues- Chairman Murphy explained that this is left about the same at \$400.00.

Travel- This is the same as fire, \$1,000.00.  
Chairman Murphy shared that the office total is \$76,400.00.

**Personnel Operating Expenses**

Training- Chairman Murphy explained that these were budgeted in the old budget, but no money came from them. We decided to split these between both accounts, \$12,500.00 for training, \$1,000.00 for safety equipment, and \$17,500.00 for PPE. The total Personnel Operating expenses are \$31,000.00.

**Vehicle Repair and Maintenance**

Ambulances- We are anticipating ending \$26,000.00 for this current fiscal year and we put \$30,000.00 into this coming year. Originally the plan was to get a new ambulance every year, that way a fresh ambulance would come in every three years to replace each one. The reason we planned on that is because they get a ton of miles and they have to be replaced.

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

Fuel- We have flipped the cost of fuel between the accounts. Fire is significantly less, and EMS is more because we use it the most.

Miscellaneous- We can't budget for this, so it is zero.

Chairman Murphy shared that the vehicle's repair and maintenance total is \$90,000.00. The increase from last year is because we have swapped the fuel use between the accounts.

**EMS Equipment Supplies**

Equipment (non-capital)- This will be the lower dollar items, at \$2,000.00.

Communication- We have split this amount between accounts, \$12,500.00.

Medical Supplies- We have set this to \$90,000.00, and it is slightly up from this current year because we anticipate using more. This is for IV supplies, medication, controlled substances, splinting, etc.

Small Equipment Repair and Maintenance- \$5,000.00, this mirrors what we will end up with this year.

The total equipment supply total is \$109,500.00 and is slightly up from this current fiscal year.

**Station 62 Operating**

Station Repair and Maintenance- Chairman Murphy explained that we are at about \$3,000.00, and we put \$10,000.00 there.

Utilities- We put \$16,000.00 which is about what we are seeing for this year.

Janitorial Supplies- This is a two-to-three-person station and don't use as much supplies, and is at \$2,000.00.

The total operating total is \$28,000.00.

**Non-Operating Expenses**

Contingency- Chairman Murphy stated that Mr. Silva noted that things are concerning as it is without an additional amount for Contingency. He explained that we can't go above 3%. Just looking at putting in salaries, we are going to be negative in this account by quite a bit. At this time he added that we will keep it blank for now.

Capital Outlay- Chairman Murphy explained that the \$402,000.00 is for a previous commitment that if we are wise, we should budget for it, in case we have to pay it. This is the cost of an

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

ambulance, and this may or may not have to happen. He added that as we learn more, we can get more into it.

Depreciation- Chairman Murphy stated that Mr. Silva added the numbers here because we have to budget for depreciation because it is not a tax fund, it is an Enterprise Fund.

Debt Payments- Chairman Murphy explained that the \$100,000.00 was the matching for the ambulance that the city and the district went in together on. We do not anticipate this happening again, so you see nothing.

Interfund Transfers- This is augments needed, zero.

Chairman Murphy stated that the total expenditures including the \$402,000.00 amount, is going to be \$3,059,279.00. The amount without the Capital Outlay is \$2,657,279.00. He added that if we do not include the \$402,000.00, we are negative \$649,279.00. If you add the \$402,000.00, it is negative \$1,051,279.00.

Chairman Murphy stated that hopefully we have something in acquisitions to reduce that, and hopefully see improved DMS and GEMT Revenues to fix that. He added that hopefully his numbers are wrong for 2023-24 projections and a lot of these other numbers change because of it, and we will be better off.

Director Toombs shared that he thinks it is a fair and accurate budget presentation and he wanted to thank Chairman Murphy for spending a lot of time with the Chief, staff, and the leadership team for developing a budget based on moving us forward with a lot of unknowns that could potentially cost us some of the revenue that we can use next year.

Chairman Murphy explained that we bill out more in EMS, but we don't get a lot back. We are going to work to optimize those revenues on both sides and optimize our expenditures and try to spend less. He added that Chief Bunn has already taken steps to curve a lot of the spending. There has been some unusual spending over the past several years. He explained that we have some unfunded liabilities that may or may not materialize in time. Those are some of the unknowns that we have talked about. We will take them as they come, make it work, get through it, and continue to provide service as we have. Chairman Murphy added that the final is due on June 1, 2024, and we will have a budget hearing on May 23, 2024. He stated that our regularly scheduled meeting should have been May 9, 2024, but we have no other business but budget to talk about, so we are going to push that to the end of May and do our final at the same time and move forward from there.

Chief Bunn stated we have already taken progressive steps for recovery. He explained that by the time it is documented, the GEMT money doesn't come for 18 months, and you will not see that until Fiscal Year 2025-26. We are moving forward with making changes for the positive.



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

**5. 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 can comment in person at the meeting or use the Raise your Hand feature in Zoom.)

None.

**6. Adjournment\***

Chairman Murphy adjourned at 1935.

**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 May 2, 2024**

Respectfully Submitted by:

\_\_\_\_\_  
Shannon Moffett, Administrative Assistant  
North Lyon County Fire Protection District

June 13, 2024  
Date

Approval of Minutes  
May 2, 2024

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

\_\_\_\_\_  
Paul Murphy, Chairman  
North Lyon County Fire Protection District

June 13, 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**

May 23, 2024

**1. Call to Order**

The meeting was called to order at 1813.

Directors present included Paul Murphy, Harry Wheeler, and Michael Toombs.

Director Rodriguez was absent.

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

**2. Public Comment** (No action will be taken on any subject during public participation until it has been properly placed on an Agenda for a subsequent meeting. Public 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 can comment in person at the meeting or use the Raise your Hand feature in Zoom.)

None.

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

**3a. Review and approve of Board Agenda**

**3b. Review and approve Board minutes**

**3c. Review of Summary Reports**

Director Wheeler made a motion to approve the CONSENT AGENDA.

Director Toombs seconded the motion.

The motion carries as follows: 3-0-1

Murphy	Aye	Rodriguez	Absent
Wheeler	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 action regarding Revenue and Expenditures\***

### **4a. Enterprise Fund Revenue and Expenditures**

### **4b. General Fund Revenues and Expenditures**

Director Toombs made motion to approve Revenue and Expenditures.

Director Wheeler seconded the motion.

The motion carries as follows: 3-0-1

Murphy      Aye            Rodriguez      Absent

Wheeler      Aye

Toombs      Aye

## **5. PUBLIC HEARING: Discussion regarding NLCFPD 2024-25 Fiscal Year Budget**

Chairman Murphy shared that we have been working with Accountant, David Silva. He stated that he met with the Command Team, and they have produced a budget that they believe is good given the circumstances, and this Fiscal Year will close out fine. He explained that it would be tight, we would make it work, and there would be no issues with service delivery because of anything in the budget. There have been no surprises through this process that we came into a bit of a mess. We have worked hard to clean that mess up and we are going to see through this year and keep it as tight as we can. Accountant David Silva stated that they did pick up a mess and it would be good for everyone to get that cleaned up. He shared that the numbers that they have make sense given the situation.

## **6. Discussion and action to approve the Fiscal Year 2024-25 Final Budget, Establish the Tax Rate and Spending Authorization for FY 2024-25\***

Chairman Murphy stated that we have discussed this at length between the workshops and there is no other further discussion or questions. The tax rate is set by the Department of Taxation, and he doesn't believe that we have done anything automatic, override-wise.

Chairman Murphy questioned the spending authorization, and Mr. Silva and Mrs. Miller confirmed that it follows the budget.

Director Wheeler made a motion to approve FY 2024-25 Final Budget.

Director Toombs seconded the motion.

The motion carries as follows: 3-0-1

Murphy      Aye            Rodriguez      Absent

Wheeler      Aye

Toombs      Aye

**North Lyon County Fire Protection District**  
**195 East Main Street**  
**Fernley, Nevada 89408**  
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**7. Discussion and action regarding use of Station 61 for High Desert Little League 3<sup>rd</sup> Annual Cornhole Tournament Fundraiser\***

High Desert Little League could not attend due to baseball games, and Mrs. Kasey Miller spoke on their behalf. She shared that they had hosted this event before and it was very successful. High Desert Little League does have their own insurance. They will be serving food, and The Tap Wagon Beer Truck will be on site serving alcohol. She added that they carry their own insurance and business licenses. They are asking permission to hold the Cornhole Tournament at Station 61. This event is to be held on June 15<sup>th</sup> or June 22<sup>nd</sup>.

Chairman Murphy stated that this event has been hosted in the past on the grounds of Station 61.

Director Toombs made a motion to authorize High Desert Little League to use the property at Station 61 for the 3<sup>rd</sup> Annual Cornhole Tournament Fundraiser, based on the date determined.

Director Wheeler seconded the motion.

The motion carries as follows:3-0-1

Murphy	Aye	Rodriguez	Absent
Wheeler	Aye		
Toombs	Aye		

**8. Discussion and action regarding filling the vacant Board of Director position\***

Chairman Murphy stated that Director McCassie recently passed and there is a vacant Board Position. He stated that we have 30 days to notice and fill that position, per NRS. He shared that two other candidates have filed for the Board starting next year without contest. He stated that that term will last until the end of December.

Chairman Murphy added that if it's enough time, they can make that appointment at the next meeting on June 13, 2024.

**9. Discussion and action regarding termination of Service Agreement with First Professionals Corporation effective October 10, 2024\***

Interim Chief Bunn shared that we are currently using First Professional Services for ambulance billing and that is going to term out on October 10, 2024, at 11:59 p.m.

He added that they get 6.5% of gross, not net, and that is not a very good number, as well as failing to meet some of the obligations that they said they would provide. Chief Bunn stated that he would like to terminate that contract because it is time-sensitive with a 120-day notification to the vendor for termination of the contract. Without that, it automatically renews. In the meantime, he added that he will be getting requests for quotes for an end-to-end ambulance billing company.

**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 asked Chief Bunn if that was going to include collection services within that as well, and Chief Bunn responded that end-to-end, he would be shopping for ambulance billing and internal collections. He added that First Professional is not a collection company, and it is gross billed is his understanding.

Chairman Murphy wanted to thank Chief Bunn for providing a possible motion and keeping things nice and clean. It makes it easier for the Board.

Director Wheeler made a motion to approve staff to author a notice of termination of Service Agreement to the First Professional Services Corporation.

Director Toombs seconded the motion.

The motion carries as follows: 3-0-1

Murphy	Aye	Rodriguez	Absent
Wheeler	Aye		
Toombs	Aye		

**10. Discussion and action to approve a Resolution and Service Agreement with Fire Recovery USA\***

Interim Chief Bunn explained that this is to approve and accept a Resolution and Service Agreement between North Lyon County Fire and Fire Recovery USA. He stated that North Lyon Fire used to use Fire Recovery for very limited incidents. He shared that when they did provide service was over \$140,000.00 that they provided to North Lyon County with no overhead cost. With our budget situation, he thinks that it is imperative that we capture every penny that we can.

Director Toombs made a motion to approve a Resolution and Service Agreement with Fire Recovery USA.

Director Wheeler seconded the motion.

The motion carries as follows: 3-0-1

Murphy	Aye	Rodriguez	Absent
Wheeler	Aye		
Toombs	Aye		

**11. Discussion and action to approve Interlocal Contract for Cooperative Purchasing with Houston-Galveston Area Council\***

Interim Chief Bunn stated that there are no control-cost measures for saving district funds, or taxpayer money. He explained that they get the best price for bulk purchasing whatever it may be. Toilet paper, cleaning supplies, ladder trucks, ambulances, etc. Having this agreement, they

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

will provide some of the best price options available to the district. He added that he wants this in place right away to purchase toilet paper, and when you do need to replace apparatus, it is a good avenue. He stated that this company is one of the largest in the country and provides the largest bulk purchasing options. Chief Bunn added that we are shopping for the best prices available locally, but if we can get better prices over time, that is savings.

Director Wheeler made a motion to approve the Interlocal Contract for Cooperative Purchasing with Houston-Galveston Area Council.

Director Toombs seconded the motion.

The motion carries as follows: 3-0-1

Murphy	Aye	Rodriguez	Absent
Wheeler	Aye		
Toombs	Aye		

**12. Discussion and action to set dates and times for S.O.P. Workshop\***

Chairman Murphy explained that the biggest thing we will be working on with the S.O.P.s is a Policy Committee. This is going to help us get input from all members of the department and everyone will be able to have a voice in terms of our policy development and maintenance. Ultimately administration makes those final decisions, but having that input is important moving forward with the policy. All Board members discussed and agreed to have the next S.O.P. Workshop on Thursday, June 13<sup>th</sup>, at 5:00 p.m., before our regularly scheduled meeting.

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

Director Toombs- None.

Director Wheeler wanted to thank everyone for helping with Dan McCassie's Service. He added that he appreciates the way things are starting to get better and relationships are coming back again here at the station.

Chairman Murphy thanked everyone for helping with Dan's service. He also wanted to thank Chief Bunn for all of the work he has been doing. He added that he understands that we have been incredibly busy, but we are going to get through it.

Chief Bunn shared that we have established an Executive Team with Office Manager Miller, Chief Myers, and himself. It is a strategic team, moving the district forward with all the decisions, so we are communicating before making decisions and we are all on the same page.

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

He added that he didn't reach his personal goal of reaching out to the external stakeholders, but he is slowly starting to do so. He wanted to recognize the Union, and we resolved 10 of 12 grievances, in a matter of 7 hours. Chief Bunn added that we are going to do a reorganization and operations, effective June 2nd at 0800. He explained that by doing that, it is going to save us approximately \$125,000.00. It will provide us with a Duty Officer to fill that role 24/7 and have an appropriate chain of command. There will be changes and it will be effective.

Fire Marshall Tim Myers shared that we have received \$167,865.00 this Fiscal Year, this calendar year we are sitting at \$91,890.00, and HAZMAT permits are at \$16,800.00. He shared that the Fremont Street Apartments are finished, and River Ranch Apartments are just starting with 40 units, for a total of 320 apartments. He added that both car washes are almost done, and Squeeze In is under construction. The City of Fernley has started work on an area plan for the land north of I-80, and the area west of 95A.

Local 4547 raised \$3,200.00 for the Northern Nevada Cancer Foundation when they partnered with Black Bear Diner. On May 29th at 3 p.m., the plaques will be presented.

Mrs. Kasey Miller thanked everyone for helping with Director McCassie's service, and it was very nice.

Volunteer Captain, Dan Hiles shared that they will be bringing on 7 new volunteers, and they are working on their bylaws and rebuilding the Volunteer Program as well.

Becki Howlett shared that they will be doing more volunteer testing on June 1<sup>st</sup>, and Rehab will be here to help.

**14. 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 can comment in person at the meeting or use the Raise your Hand feature in Zoom.)

Mrs. Debbie Skinner wanted to congratulate the Board and Chief Bunn. She stated that you can see and feel the morale in the station and the district has changed, it is an improvement. She added that she serves on the Senior Advisory Committee, and they did an ice cream social at the Senior Center. The fire department had a representative there who was doing the vitals for the prescription bottles and the feedback was welcomed, but a lot of the seniors did not know about it. She added that she also mirrors the comments regarding Director McCassie's passing and the services provided.

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

**6. Adjournment\***

Chairman Murphy adjourned at 1846.

**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 May 23, 2024**

Respectfully Submitted by:

\_\_\_\_\_  
Shannon Moffett, Administrative Assistant  
North Lyon County Fire Protection District

June 13, 2024  
Date

Approval of Minutes  
May 23, 2024

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

\_\_\_\_\_  
Paul Murphy, Chairman  
North Lyon County Fire Protection District

June 13, 2024  
Date



**NLCFPD**

**Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Fire 2024**  
**From 7/1/2023 Through 5/31/2024**

	Current Period Budget - 2024Original	Current Year Actual	Total Budget Variance - 2024Original
<b>REVENUES</b>			
Taxes			
Ad Valorem Taxes	2,698,864.00	2,723,762.84	24,898.84
Consolidated Taxes	243,167.00	179,087.19	(64,079.81)
Total Taxes	2,942,031.00	2,902,850.03	(39,180.97)
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	3,720.00	(21,280.00)
Hazmat Permits	97,000.00	14,000.00	(83,000.00)
Fire and Safety Reviews	160,000.00	134,283.90	(25,716.10)
Operational Permits	20,000.00	8,540.00	(11,460.00)
Cost Recovery	0.00	1,890.09	1,890.09
Ambulance Fees	0.00	34,235.58	34,235.58
GEMT Ambulance	0.00	0.00	0.00
Ambulance Subscription	0.00	0.00	0.00
Miscellaneous Revenue	35,000.00	80,324.91	45,324.91
Other	0.00	0.00	0.00
Total Other Revenue	1,545,000.00	446,259.04	(1,098,740.96)
Total REVENUES	4,487,031.00	3,349,109.07	(1,137,921.93)
<b>EXPENDITURES</b>			
Personnel Expenses			
Salaries and Wages	1,475,440.00	1,072,558.83	402,881.17
Temporary Salaries	79,272.00	60,149.56	19,122.44
Overtime	348,500.00	341,427.58	7,072.42
Holiday	100,456.00	76,110.39	24,345.61
Uniforms	20,000.00	12,973.32	7,026.68
Employee Physicals	26,000.00	6,496.00	19,504.00
PERS Retirement	750,787.00	464,799.03	285,987.97
Employer Taxes and Fees	19,250.00	25,828.66	(6,578.66)
Workers Comp	109,325.00	213,333.99	(104,008.99)
Health Insurance	342,362.00	181,418.00	160,944.00
Contract Obligations	61,000.00	0.00	61,000.00
Cadets	22,000.00	8,978.73	13,021.27
Total Personnel Expenses	3,354,392.00	2,464,074.09	890,317.91
Office Operating Expenses			
Office Supplies and Postage	13,000.00	10,388.13	2,611.87
Office Equipment & IT	29,000.00	10,001.29	18,998.71
Books and Publications	8,000.00	4,470.08	3,529.92
Fire Prevention Public Education	3,000.00	4,643.24	(1,643.24)
Insurance	75,000.00	31,344.85	43,655.15
Professional Fees	91,000.00	128,794.16	(37,794.16)
Dues	4,000.00	2,553.93	1,446.07
Travel	2,500.00	1,632.17	867.83
Wildland Travel	14,000.00	59,890.44	(45,890.44)
Other	0.00	0.00	0.00
Total Office Operating Expenses	239,500.00	253,718.29	(14,218.29)
Personnel Operating Expenses			

**NLCFPD**

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Fire 2024  
From 7/1/2023 Through 5/31/2024

	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	9,107.00	(4,107.00)
Turnouts	23,000.00	28,287.27	(5,287.27)
Total Personnel Operating Expenses	54,500.00	40,113.27	14,386.73
Vehicle Operating Expenses			
Heavy Apparatus	25,000.00	35,001.47	(10,001.47)
Light Fleet	5,000.00	7,695.42	(2,695.42)
Ambulance Fleet	0.00	0.00	0.00
Wildland Fleet	8,000.00	0.00	8,000.00
Misc and Other	2,500.00	8,231.59	(5,731.59)
Vehicle Fuel	179,500.00	41,171.35	138,328.65
Total Vehicle Operating Expenses	220,000.00	92,099.83	127,900.17
Equipment Supplies Operating Expenses			
Medical Supplies	2,000.00	21.21	1,978.79
Equipment Non Capital	13,000.00	3,608.00	9,392.00
Communications	25,500.00	19,567.54	5,932.46
Operating Supplies	6,000.00	5,038.70	961.30
Small Equipment R & M	13,000.00	14,766.98	(1,766.98)
Total Equipment Supplies Operating Expenses	59,500.00	43,002.43	16,497.57
Station Operating Expenses			
Station Repair & Maintenance 61	110,000.00	25,053.11	84,946.89
Station Repair & Maintenance 62	8,000.00	292.51	7,707.49
Utilities 61	15,000.00	25,132.78	(10,132.78)
Utilities 62	13,000.00	0.00	13,000.00
Total Station Operating Expenses	146,000.00	50,478.40	95,521.60
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	35,000.00	(35,000.00)
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	198,758.22	215,241.78
Total EXPENDITURES	4,487,892.00	3,142,244.53	1,345,647.47
REVENUES IN EXCESS OF EXPENDITURES	(861.00)	206,864.54	207,725.54

**NLCFPD**

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Ambulance 2024  
From 7/1/2023 Through 5/31/2024

	Current Period Budget - 2024Original	Current Year Actual	Total Budget Variance - 2024Original
<b>REVENUES</b>			
Other Revenue			
Operational Permits	12,000.00	0.00	(12,000.00)
Ambulance Fees	2,000,000.00	1,193,028.06	(806,971.94)
GEMT Ambulance	520,000.00	650,577.42	130,577.42
Ambulance Subscription	35,000.00	8,029.45	(26,970.55)
Miscellaneous Revenue	5,000.00	3,495.57	(1,504.43)
Total Other Revenue	2,572,000.00	1,855,130.50	(716,869.50)
Total REVENUES	2,572,000.00	1,855,130.50	(716,869.50)
<b>EXPENDITURES</b>			
Personnel Expenses			
Salaries and Wages	1,067,420.00	661,091.28	406,328.72
Temporary Salaries	156,600.00	8,256.00	148,344.00
Overtime	150,000.00	169,473.62	(19,473.62)
Holiday	52,785.00	34,500.24	18,284.76
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	464,799.07	95,302.93
Employer Taxes and Fees	15,000.00	18,272.97	(3,272.97)
Workers Comp	93,375.00	123,154.25	(29,779.25)
Health Insurance	175,337.00	187,409.45	(12,072.45)
Cadets	0.00	108.85	(108.85)
Total Personnel Expenses	2,279,119.00	1,692,512.11	586,606.89
Office Operating Expenses			
Office Supplies and Postage	0.00	1,182.37	(1,182.37)
Office Equipment & IT	1,000.00	8,032.96	(7,032.96)
Books and Publications	0.00	887.80	(887.80)
Insurance	0.00	31,344.86	(31,344.86)
Professional Fees	0.00	24,620.68	(24,620.68)
Dues	0.00	367.24	(367.24)
Travel	0.00	708.85	(708.85)
Total Office Operating Expenses	1,000.00	67,144.76	(66,144.76)
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	28,118.56	(16,118.56)
Wildland Fleet	0.00	52.97	(52.97)
Misc and Other	0.00	100.00	(100.00)
Vehicle Fuel	70,000.00	30,817.34	39,182.66
Total Vehicle Operating Expenses	82,000.00	59,088.87	22,911.13
Equipment Supplies Operating Expenses			
Medical Supplies	60,000.00	78,231.37	(18,231.37)
Equipment Non Capital	2,000.00	0.00	2,000.00
Communications	4,000.00	4,712.66	(712.66)
Operating Supplies	2,000.00	1,524.56	475.44
Small Equipment R & M	20,000.00	4,001.08	15,998.92

**NLCFPD**

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Ambulance 2024  
From 7/1/2023 Through 5/31/2024

	Current Period Budget - 2024Original	Current Year Actual	Total Budget Variance - 2024Original
Total Equipment Supplies Operating Expenses	<u>88,000.00</u>	<u>88,469.67</u>	<u>(469.67)</u>
Station Operating Expenses			
Station Repair & Maintenance 61	12,000.00	0.00	12,000.00
Station Repair & Maintenance 62	4,000.00	6,949.96	(2,949.96)
Utilities 61	7,000.00	0.00	7,000.00
Utilities 62	<u>5,000.00</u>	<u>19,017.54</u>	<u>(14,017.54)</u>
Total Station Operating Expenses	28,000.00	25,967.50	2,032.50
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	<u>0.00</u>	<u>100,000.00</u>	<u>(100,000.00)</u>
Total Other Non Operating Expenses	<u>121,000.00</u>	<u>285,011.00</u>	<u>(164,011.00)</u>
Total EXPENDITURES	<u>2,615,619.00</u>	<u>2,210,863.24</u>	<u>404,755.76</u>
REVENUES IN EXCESS OF EXPENDITURES	<u>(43,619.00)</u>	<u>(355,732.74)</u>	<u>(312,113.74)</u>

Debbie Skinner

Fernley NV 89408

28 May 2024

North Lyon County Fire Protection District  
Board of Directors

To Whom It May Concern:

This is a letter of intent for the open Board of Director position, for the North Lyon County Fire Protection District.

My name is Debbie Skinner and I have been a resident of Lyon County for most of my life. I have 3 children and 3 grandbabies. Over the years I have served on several boards from Youth Soccer, Softball, Swim Team, City of Fernley Room Tax, North Lyon Fire Board Director as well as a volunteer in the community.

I will be one of the three unopposed Board Members in 2025. I have actively been attending the SOP Workshops, Budget Meeting, and special and regular scheduled meetings over the last 6 months.

If I were appointed to the Board, I would bring the experience of a business owner, working with budgets as well as the desire to serve the community and along with the checks and balances to ensure that the NLCFPD is providing the best service within the community.

I appreciate your consideration and look forward to serving with you.

If you have any questions, I can be reached at [REDACTED]

Sincerely,

Debbie Skinner

[REDACTED]



poolpact.com  
**The Power of the POOL**

# NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

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Prepared For:  
**North Lyon County Fire Protection District**

Prepared By:  
**LP Insurance Services, Inc.**

**THANK YOU FOR  
YOUR  
MEMBERSHIP!**

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2024.



Dear POOL Member:

Thank you for your continuing leadership commitment to serving your communities by fulfilling your public service mission. The POOL continues to offer programs, services and support for Members' financial security and collaborating with you in support of your mission.

This Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all Members.

As owners of the POOL, you approved the extensive risk management services, such as POOL/PACT HR services including its training courses and ELearning modules on important HR topics. Enrollment in POOL's ELearning programs including Target Solutions Fire/EMS training, KnowBe4 email security training continues to reach an increasing number of employees for convenient and cost-effective learning. Our ongoing focus on law enforcement policies and practices targeted jail and road operations with onsite and virtual assessments and sample policies.

We encourage you to discuss the POOL's services with staff and your agent. We regularly update our website and encourage you to visit [www.poolpact.com](http://www.poolpact.com) to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

Thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson  
Executive Director  
Nevada Public Agency Insurance Pool



## NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2024 – 07/01/2025 Standard Time	North Lyon County Fire Protection District	\$2,500

### Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
• Loss of Income & Extra Expense	included
• Hazardous Substance Coverage	\$250,000 per loss
• Spoilage Coverage	\$250,000 per loss
• Data Restoration	\$100,000 per loss
• Electrical Risk Improvements	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable





## NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

### Liability Coverage

The Limits of Liability are as follows:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
• Additional Assured (Lessors) (Section I, item 2)	\$2,000,000	
• Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix))	\$250,000	\$250,000
• Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))	\$1,000,000	\$1,000,000
• Criminal Defense Fees and Costs (Section VI, part C, item 4)	\$50,000	\$50,000
• Defense for Regulatory Agency Actions (Section VI, part C, item 16)	\$50,000	
<b>Sexual Abuse Sublimit</b> (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
<i>Retroactive Date</i>		<i>May 1, 1987 except as shown in Attachment C</i>



## NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

### Cyber Risk Coverage Form

CYBER SECURITY RISK COVERAGE			
PART ONE: Terms and Conditions			
SECURITY RISK COVERAGE LIMITS	Limit per Named Assured Per PRIVACY OR SECURITY EVENT	Annual Aggregate Limit Per All Named Assureds	
PART TWO: Privacy or Security Liability Limits	\$1,000,000	\$ 1,000,000 up to \$15,000,000 aggregate all POOL Members combined	
The following sub-limits are a part of and not in addition to the Limits of Liability:			
PART THREE: Security Failure/Privacy Event Management Coverage	\$100,000		
PART FOUR: Network Interruption Coverage	\$250,000		
Proof of Loss Preparation Costs (as defined), (Separate Limit)	\$50,000		
Retroactive Date		July 1, 2013	



## NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

### Environmental Liability Coverage

The Limits of Liability are as follows:

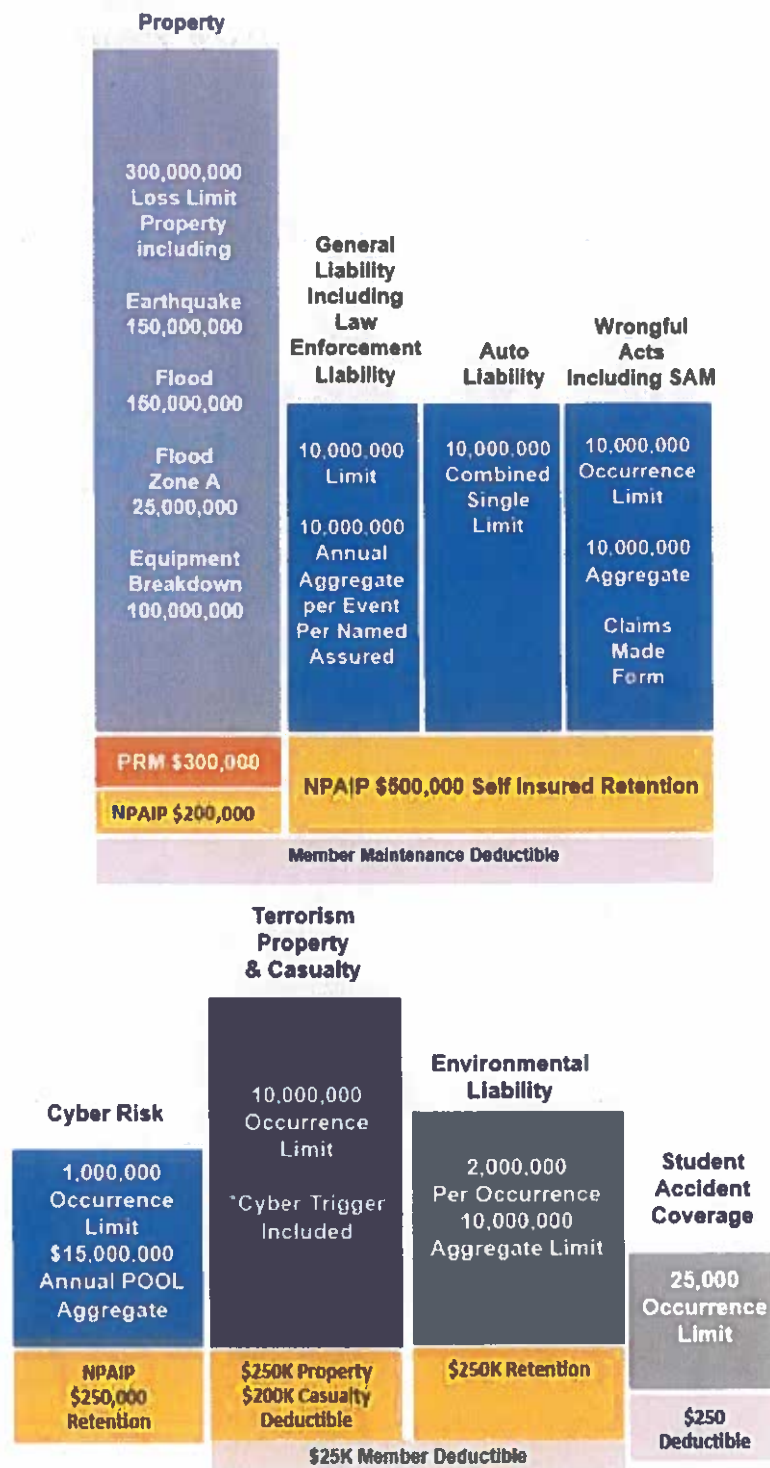
Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000



## NPAIP 2024 - 2025 Program Structure



This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage Form and Cyber Risk Coverage Form edition July 1, 2024.



## **NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY**

### **Member Contribution:**

<b>Total Cost:</b>	<b>\$66,080.08</b>
<b>Agent Compensation:</b>	<b>\$4,624.45</b>
<b>Total Program Cost Including All POOL Services:</b>	<b>\$70,704.52</b>



## NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

The current market conditions have softened a little over last year and the economic inflation is not as hard felt. With the softening market, contributions are mainly reflecting changes in exposures, such as Total Insured Values, Number of Employees, Amount of Payroll, Number of Law Enforcement, Number of Students, Firefighters, EMT's, and the Number of Vehicles (below is a breakdown of your application exposures year-over-year).

For All Members Property, NPAIP obtained a Flat rate compared to expiring, due to our long-term relationship in the London Market.

Municipality Liability for NPAIP continues to be impacted by adverse loss development related to social inflation, law enforcement and climate change.

The School Liability for NPAIP continues to be impacted by large settlements due to Wrongful Acts including Sexual Abuse and Molestation.

### Coverage:

Maintenance Deductible:	\$2,500
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	2023	2024	Percent (%) Change
Program Cost Comparison	\$62,689.71	\$70,704.52	12.78%

### Key Exposures:

	2023	2024	Percent (%) Change
Payroll	\$2,507,466	\$3,277,232	30.70%
Total Insured Values	\$14,215,275	\$14,627,658	2.90%
Auto Count	20	21	5.00%
Law Enforcement		0	0.00%
Employees	30	32	6.67%
EMT's	51	49	-3.92%
Student ADA			0.00%
Teachers	0	0	0.00%





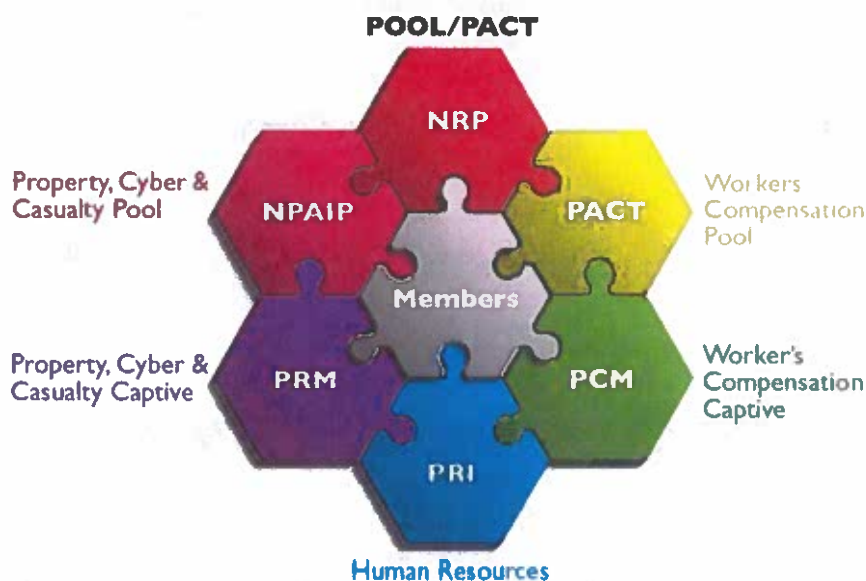
## **POOL/PACT – HERE FOR YOU**

### **Members Helping Members**

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of POOL/PACT because of extensive services, which keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.



### **POOL Executive Committee**

Josh Foli - Chair (Lyon County)  
Geof Stark – Director (Churchill County)  
Amanda Osborne - Director (Elko County)  
Dan Murphy – Vice Chair (Pershing Co.SD)  
Gina Rackley – Fiscal Officer (Humboldt Co)  
Ann Cyr - Director (Carson City SD)  
Scott Lindgren - Director (TDFPD)

### **PACT Executive Committee**

Paul Johnson - Chair (White Pine CSD)  
Mike Giles – Vice Chair (City of Lovelock)  
Amana Osborne - Trustee (Elko County)  
Josh Foli – Fiscal Officer (Lyon County)  
Robyn Dunckhorst - Trustee (Humboldt GH)  
Paul Sikora - Trustee (Boulder City)  
Joe Westerlund – Trustee (Town of Tonopah)



## **RISK MANAGEMENT BENEFITS AND SERVICES**

### **POOL/PACT LOSS CONTROL COMMITTEE**

Develops, administers, and supervises Risk Management policy, procedure, and planning • Supports innovative risk reduction and/or mitigation programs • Develops and administers risk control techniques to reduce the frequency and severity of losses

### **ENTERPRISE RISK MANAGEMENT EXCELLENCE PROGRAM**

A voluntary program developed to assist POOL/PACT members achieve operational excellence in the delivery of public service through effective risk management • Develops understanding of Enterprise Risk Management – that risk management efforts of one department have a direct impact, either positive or negative, on the enterprise as a whole

### **RISK MANAGEMENT GRANT PROGRAM**

Educational Grants supporting risk management education and training opportunities • Risk Management Grants for risk management/mitigation projects or acquisitions • Visit [www.poolpact.com/risk-grant.asp](http://www.poolpact.com/risk-grant.asp) for more information

### **ONLINE SAFETY TRAINING**

Active Shooter Response • Asbestos Awareness Training • Aversive Interventions • Back Safety in the Workplace • Bloodborne Pathogens Awareness • The Complex Quadriplex of Lifeguard Blindness • Cybersecurity Awareness • Ransomware Awareness • Defensive Driving • FERPA • GHS - Hazard Communication • Heat-Related Illness • HIPAA Privacy Rule • Lock-Out, Tag-Out • Mandatory Child Abuse Reporting Laws • MRSA Awareness for Correctional Employees • MRSA Awareness in Hospitals • Nevada Ethics in Government Law • Office Ergonomics • Open Meeting Law • OSHA – Rights and Responsibilities • Pool Chemical Safety • Slips, Trips, and Falls • Strip Search Training • Students in Transition • Sub-Administrator Training • Surviving an Active Shooter • Teaching Science Safely • Transporting Students with Special Needs • MSDOnline (SDS management)

### **LAW ENFORCEMENT AND FIRE PROTECTION**

Partnership with Legal Liability Risk Management Institute (LLRMI) to provide Best-practice Road and Detention Operation Policies and Procedures • Detention Facility Assessments and Reports • Team Approach to Address Individual Needs Through Network of Subject Matter Experts in Law Enforcement, Jails/Corrections, Public Safety, and Criminal Justice • TargetSolutions Fire and EMS Training Platform • Mental Health – Fit for Retirement Wellness

### **SWIMMING POOL SAFETY POLICIES, INSPECTIONS, AND TRAINING**

Aquatic Facility Assessment and Report • Annual Aquatic Risk Management Seminar • Best-practice Aquatic Facility Policy and Lifeguard Manual Templates

### **CYBERSECURITY TRAINING AND POLICIES**

Onsite Passive Network Assessments (PNA) • Best-practice Data Security Policy Templates • Quarterly Cybersecurity Hot-Topic Webinars • Annual Cybersecurity Summit • KnowB4 Phishing Awareness Campaigns and Training • KnowB4 Cybersecurity Newsletter • Cyber Incident Response Plan Templates • Individualized Data- and Cybersecurity Advice and Support

### **SCHOOL DISTRICT EMERGENCY OPERATIONS PLANS, TRAINING, AND POLICIES**

NRS-required Emergency Operation Plans (EOP) • Annual EOP updates • Emergency Management and Response Training • School Safety Training based on FEMA Guide for High Quality School Emergency Operations Plans • Hazard and Vulnerability Assessments and Reports

### **SITE SAFETY INSPECTIONS, TRAININGS, AND AUDITS**

Playground & Parks Safety Surveys • Workstation Ergonomic Evaluations • Confined Space Risk Assessments • Facility Surveys • Fire Extinguisher Education • Respirator Fit Testing and Education • CPR/First Aid/AED • Accident Investigation Training • Back Safety and Lifting • Defensive and Distracted Driver Education • Workplace Violence • Personal Protective Equipment • Emergency Preparedness • OSHA Compliance Training • Written Workplace Safety Plan Training • Safety Committee Formation and Operation • Wellness/Health Education and Training

### **For More Information, Contact:**

Marshall Smith, Risk Manager ([marshallsmith@poolpact.com](mailto:marshallsmith@poolpact.com)) or Jarrod Hickman, Risk Management Specialist ([jarrodhickman@poolpact.com](mailto:jarrodhickman@poolpact.com)); (775) 885-7475; or visit [www.poolpact.com](http://www.poolpact.com).





## **PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS**



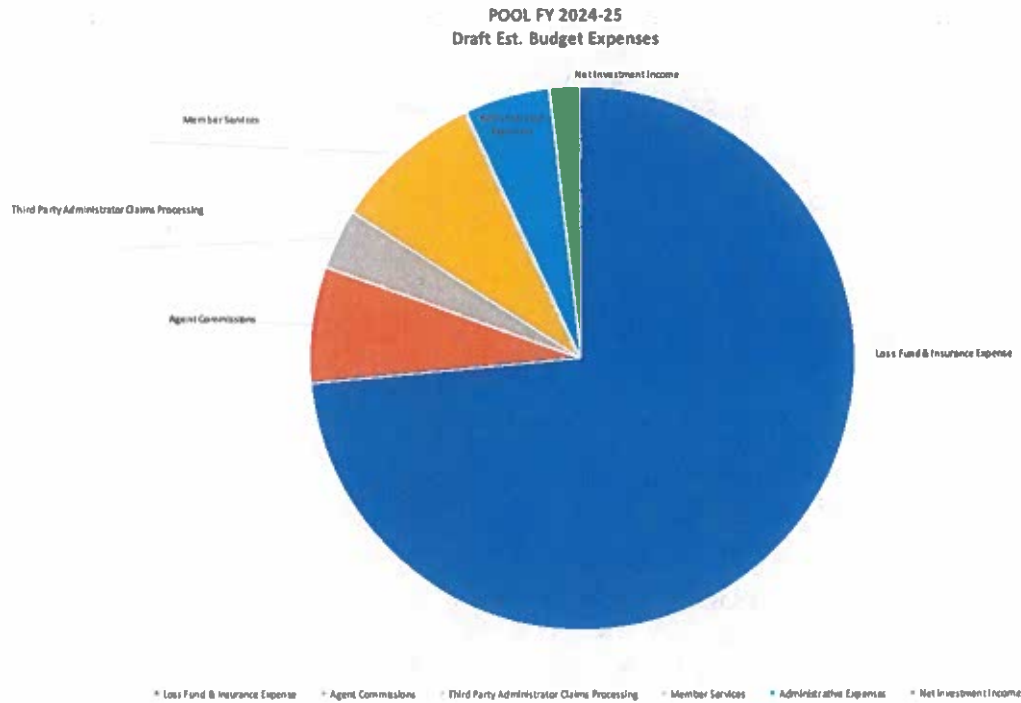
### **POOL/PACT HUMAN RESOURCES MEMBER SERVICES**

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- In-person and virtual instructor-led training courses, workshops, and certificate programs.
- eLearning courses available 24/7.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to inform members of significant HR-related law or practice changes.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.



## POOL 2024-2025 APPROVED BUDGET AND EXPENSES



Pool Budget FY 24-25	Proposed Budget	% Allocation
Loss Fund & Insurance Expense	\$ 22,273,107	78.6%
Agent Commissions	\$ 1,826,871	6.4%
Third Party Administrator Claims Processing	\$ 840,604	3.0%
Member Services	\$ 2,177,451	7.7%
Administrative Expenses	\$ 1,059,471	3.7%
Building Cost	\$ 176,053	0.6%
<b>Total Budget</b>	<b>\$ 28,353,556</b>	<b>100.0%</b>



## **POOL/PACT CONTACTS**

### **Nevada Risk Pooling (NRP)** (775) 885-7475

Wayne Carlson, Executive Director, ext 132  
[waynecarlson@poolpact.com](mailto:waynecarlson@poolpact.com)

Alan Kalt, Chief Financial Officer, ext 128  
[akalt@poolpact.com](mailto:akalt@poolpact.com)

Marshall Smith, Risk Manager, ext 104  
[marshallsmith@poolpact.com](mailto:marshallsmith@poolpact.com)

Jarrold Hickman, Risk Manager, ext 133  
[jarroldhickman@poolpact.com](mailto:jarroldhickman@poolpact.com)

Mike Van Houten, eLearning Administrator, ext 101  
[elearning@poolpact.com](mailto:elearning@poolpact.com)

Stephen Romero, Member Relations Manager, ext 110  
[stephenromero@poolpact.com](mailto:stephenromero@poolpact.com)

Jennifer Turner, Admin Data Analyst, ext 129  
[jenniferturner@poolpact.com](mailto:jenniferturner@poolpact.com)

Tiffany Garcia, Admin Accounting Technician, ext 125  
[tiffanygarcia@poolpact.com](mailto:tiffanygarcia@poolpact.com)

### **Pooling Resources, Inc. (POOL/PACT HR)** (775) 887-2240

Stacy Norbeck, General Manager, ext 107  
[stacynorbeck@poolpact.com](mailto:stacynorbeck@poolpact.com)

Ashley Creel, Sr. HR Business Partner, ext 105  
[ashleycreel@poolpact.com](mailto:ashleycreel@poolpact.com)

Lessly Monroy, HR Business Partner, ext 108  
[Lesslymonroy@poolpact.com](mailto:Lesslymonroy@poolpact.com)

Sean Moyle, HR Business Partner, ext 103  
[seanmoyle@poolpact.com](mailto:seanmoyle@poolpact.com)

Kaci KerFeld, HR Business Partner, ext 113  
[kacikerfeld@poolpact.com](mailto:kacikerfeld@poolpact.com)

### **Davies Claims Solutions**

Donna Squires, Claims Manager  
(775) 329-1181  
[Donna.squires@Davies-group.com](mailto:Donna.squires@Davies-group.com)

Margaret Malzahn, WC Claims Supervisor  
(775) 329-1181  
[Margaret.malzahn@Davies-group.com](mailto:Margaret.malzahn@Davies-group.com)



## NPAIP MEMBERSHIP

### Counties:

Carson City  
Churchill County  
Elko County  
Esmeralda County  
Eureka County  
Humboldt County  
Lander County  
Lincoln County  
Lyon County  
Mineral County  
Pershing County  
Storey County  
White Pine County

### Cities:

Boulder City  
City of Caliente  
City of Carlin  
City of Elko  
City of Ely  
City of Fernley  
City of Lovelock  
City of Sparks  
City of Wells  
City of West Wendover  
City of Winnemucca  
City of Yerington

### Towns:

Town of Gardnerville  
Town of Genoa  
Town of Minden  
Town of Round Mountain  
Town of Tonopah

### School Districts:

Carson City School District  
Churchill County School District  
Douglas County School District  
Elko County School District  
Esmeralda County School District  
Eureka County School District  
Humboldt County School District  
Lander County School District  
Lincoln County School District  
Lyon County School District  
Mineral County School District  
Nye County School District  
Pershing County School District  
Storey County School District  
White Pine County School District

### Fire Districts:

Moapa Valley Fire Protection District  
Mt. Charleston Fire Protection District  
North Lake Tahoe Fire Protection District  
North Lyon County Fire Protection District  
Pahranagat Valley Fire District  
Tahoe Douglas Fire Protection District  
Washoe County Fire Suppression  
White Pine Fire District

### Others:

Central Nevada Health District  
Central Nevada Historical Society  
Central Nevada Regional Water Authority  
Community Chest, Inc  
Consolidated Agencies of Human Services  
County Fiscal Officers Association of Nevada  
Douglas County Redevelopment Agency  
Eight Judicial District  
Elko Central Dispatch  
Elko Convention & Visitors Authority  
Humboldt River Basin Water Authority  
Lincoln County Regional Development  
Mineral County Housing Authority  
Nevada Association of Counties  
Nevada Commission for the Reconstruction of the V & T Railway  
Nevada League of Cities  
Nevada Risk Pooling, Inc.  
Nevada Rural Housing Authority  
Nevada Volunteers  
NevadaWorks  
Pooling Resources, Inc.  
Regional Transportation Commission of Washoe County  
Truckee Meadows Regional Planning Agency  
U.S. Board of Water Commissioners  
Virginia City Tourism Convention  
Western Nevada Regional Youth Center  
White Pine County Tourism

### Special Districts:

Alamo Water & Sewer District  
Amargosa Library District  
Baker Water and Sewer  
Battle Mountain Hospital  
Beatty Library District  
Beatty Water & Sanitation District  
Canyon General Improvement District  
Carson-Truckee Water Conservancy District  
Carson Water Subconservancy District  
Churchill County Mosquito, Vector and Weed Control District

### Special Districts (continue):

Douglas County Mosquito District  
Douglas County Sewer  
East Fork Swimming Pool District  
Elko County Agricultural Association  
Elko TV District  
Fernley Swimming Pool District  
Gardnerville Ranchos General Improvement District  
Gerlach General Improvement District  
Humboldt General Hospital  
Incline Village General Improvement District  
Indian Hills General Improvement District  
Kingsbury General Improvement District  
Lakeridge General Improvement District  
Lincoln County Water District  
Logan Creek Estates General Improvement District  
Lovelock Meadows Water District  
Marla Bay General Improvement District  
Mason Valley Swimming Pool District  
McGill Ruth Sewer and Water  
Minden Gardnerville Sanitation District  
Moapa Valley Water District  
Nevada Association of Conservation Districts  
Nevada Association of School Boards  
Nevada Association of School Superintendents  
Nevada Tahoe Conservation District  
Northern Nye County Hospital District  
Pahrump Library District  
Palomino Valley General Improvement District  
Pershing County Water Conservation District  
Sierra Estates General Improvement District  
Silver Springs General Improvement District  
Silver Springs Stagecoach Hospital  
Skyland General Improvement District  
Smoky Valley Library District  
Southern Nevada Area Communication Council  
Southern Nevada Health District  
Stagecoach General Improvement District  
Sun Valley General Improvement District  
Tahoe Douglas District  
Topaz Ranch General Improvement District  
Tahoe Reno Industrial General Improvement District  
Tonopah Library District  
Truckee Meadows Water Reclamation Facility  
Walker Basin Conservancy  
Walker River Irrigation District  
Washoe County Water Conservation District  
West Wendover Recreation District  
Western Nevada Development District  
White Pine Television District #1  
Zephyr Cove General Improvement District  
Zephyr Heights General Improvement District

**THANK YOU  
FOR YOUR  
MEMBERSHIP!**





## North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

[www.northlyonfire.org](http://www.northlyonfire.org)

Brian Bunn, Interim Fire Chief

### Directors

Paul Murphy

Daniel McCassie

Harry Wheeler

Jay Rodriguez

Michael Toombs

## STAFF REPORT

Board Meeting Date: June 13, 2024

**DATE:** June 13, 2024

**TO:** North Lyon County Fire Protection District Board of Directors

**FROM:** Brian Bunn, Interim Fire Chief

**SUBJECT:** Recommendation to approve and accept Agreement for Service between North Lyon County Fire Protection District and First Due.

**FOR POSSIBLE ACTION**

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### SUMMARY

This item is to approve and accept an Agreement for Service between North Lyon County Fire Protection District (NLCFPD) and First Due (FD).

### PREVIOUS ACTION

May 23, 2024, the NLCFPD Board of Directors approved to terminate a Service Agreement with First Professional Services Corporation agreement.

### BACKGROUND

The NLCFPD is currently under an agreement with First Professional Services Corporation for ambulance billing, National Fire Incident Reporting System (NFIRS) and Electronic Patient Care Reporting (ePCR). The current agreement will terminate on October 10, 2024, at midnight.

NLCFPD does not use any Pre-Planning, occupancy management, GIS, or CAD software to support emergency response. This greatly delays response and decision times that will have impacts to our service delivery.

First Due is an end-to-end fire department, cloud bases, software program with several individual modules available. NLCFPD would bring on modules in two (2) phases. The first phase would begin July 01, 2024, and include Occupancy Management & Pre-Incident Planning, Mobile Responder, Hydrant Management, Inspections, and Computer Aided Dispatching (CAD) Integration. The modules will have on-line training included. These modules include unlimited users, making it available to all personnel.

### **PEOPLE FIRST**

North Lyon County Fire Protection District is an Equal Opportunity Employer

The second phase would begin September 01, 2024, in preparation for transition of services from First Professional Services Corporation on October 10, 2024. The modules in phase two are NFIRS, ePCR, and Medications Tracking.

### **FISCAL IMPACT**

Phase one includes a one-time fee of \$3,050.00 and annual subscription of \$10,600.00. Phase two includes a one-time fee of \$2,250.00 and annual subscription of \$10,900.00. Total annual initial cost is \$26,800.00 and ongoing subscription cost is \$21,500.00.

### **RECOMMENDATION**

Staff recommends the Board of Fire Directors approve and accept an Agreement for Service between North Lyon County Fire Protection District and First Due.

### **POSSIBLE MOTION**

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

*"I move to approve and accept an Agreement for Service between North Lyon County Fire Protection District and First Due."*

**PEOPLE FIRST**

North Lyon County Fire Protection District is an Equal Opportunity Employer



Locality Media, Inc. dba First Due  
107 Seventh St  
Garden City, NY 11530, United States  
Phone: +1 (516) 874-2258  
Website: <https://www.firstdue.com/>

#### Exhibit A - Quote

Prepared By: Justin Kelly  
Valid Until: October 31, 2024  
Quote Number: 1545132000292289745

#### BILL TO:

Brian Bunn  
North Lyon County Fire District  
195 E Main St  
Fernley, NV 89408

**Account:** North Lyon County Fire District  
**Subscription Start:** August 31, 2024  
**Initial Term:** 10 months  
**Annual Subscription:** \$11,400.00

#### Product Details

#### Total

##### Incident Reporting – NFIRS

NFIRS Incident Documentation, State and Federal Compliance with automated submission.

##### Incident Reporting – ePCR

ePCR Incident Documentation, State and Federal Compliance with automated submission.

##### Personnel Management

Store, Manage and Access Employee Records including demographic data, certifications and employment information.

##### Medications Tracking

Track all medications, including DEA Scheduled Medications. Tracking a medication's lifecycle (receipt, usage, waste or removal) by expiration date, lot number or serial number. Ensure compliance with internal and external signatures, as well as advanced role security and authentication.

##### Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	\$ 2,250.00
10-month Subscription Fees Subtotal	\$ 9,462.00
<b>Grand Total</b>	<b>\$ 11,712.00</b>

\*Excluding Tax

#### Statement of Work

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

#### Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance on June 30<sup>th</sup>.

#### Payment Terms: Net 30 days

**For electronic ACH payment:** Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907

[Signature page follows]

**LOCALITY MEDIA, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**North Lyon County Fire District**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





Locality Media, Inc. dba First Due  
107 Seventh St  
Garden City, NY 11530, United States  
Phone: +1 (516) 874-2258  
Website: <https://www.firstdue.com/>

**Statement of Work**  
For Quote Number: 1545132000292289745

## Statement of Work | North Lyon County Fire District

### 1. Introduction

#### 1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **North Lyon County Fire District** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

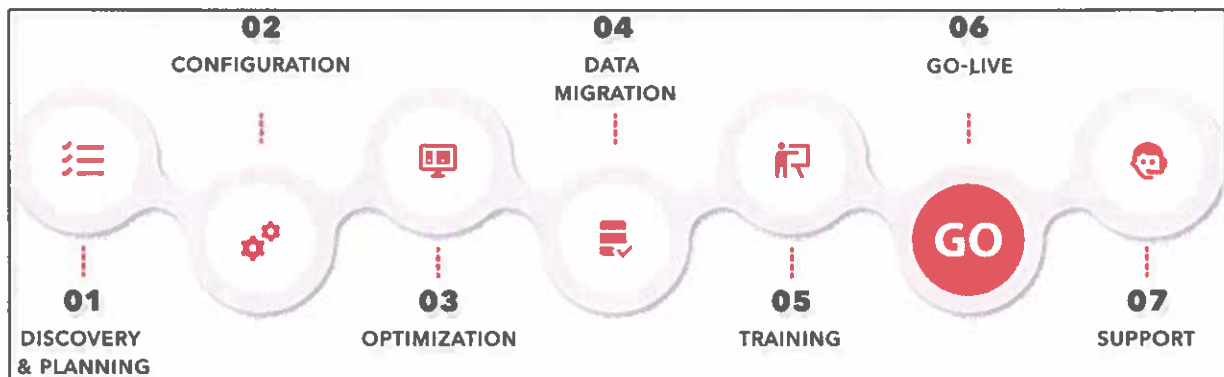
#### 1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

### 2. Implementation

#### 2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



#### 2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

## 2.3 Implementation Phases

**2.3.1 Discovery & Planning:** Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

**2.3.2 Configuration:** After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

**2.3.3 Optimization:** After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

**2.3.4 Data Migration:** Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

**2.3.5 Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

**2.3.6 Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

**2.3.7 Transition to Customer Success:** Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

### 3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

## 4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

## 5. Integrations

As part of this Statement of Work, First Due will implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

## 6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

## 7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

### 7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** [support@firstdue.com](mailto:support@firstdue.com)
- **Phone:** (516) 874-5818

## **7.2 Self-Service Resources**

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

## **7.3 Hours of Operation**

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET\*\*
- \*\* 24x7 Support available for Sev 1 (Down/Urgent) issues.

# **8. Assumptions**

## **8.1 Customer Participation**

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

## **8.2 Statement of Work Expiration**

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

## **8.3 Best Practice and Standard Workflow**

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

## **8.4 Go-live Requirements & Gaps**

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.



### **Agreement for Services**

This Agreement for Services (this "Agreement") dated as of **June 30, 2024** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **North Lyon County Fire District** located at **195 E Main St, Fernley, NV 89408** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other



party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

<b>Severity Level:</b>	<b>Vendor's Initial Response will be provided within:</b>	<b>Vendor's Temporary Resolution will be provided within:</b>	<b>Vendor's Final Resolution will be provided within:</b>
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use



of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.

24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
26. Agreement Billing Information
- a. **Accounts Payable Contact**
- Name: \_\_\_\_\_
- Email: \_\_\_\_\_
- Phone: \_\_\_\_\_
- b. **Tax Exempt** \_\_\_\_\_ (Yes/No)  
If yes, please email a copy of the Exempt Certificate to [accounting@firstdue.com](mailto:accounting@firstdue.com).
- c. **Purchase Order Required** \_\_\_\_\_ (Yes/No)  
If yes, return a copy of the Purchase Order with the signed agreement or email a copy to [accounting@firstdue.com](mailto:accounting@firstdue.com).

**LOCALITY MEDIA, INC.**

**North Lyon County Fire District**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Locality Media, Inc. dba First Due  
107 Seventh St  
Garden City, NY 11530, United States  
Phone: +1 (516) 874-2258  
Website: <https://www.firstdue.com/>

## Exhibit A - Quote

Prepared By: Justin Kelly  
Valid Until: September 30, 2024  
Quote Number: 1545132000291113386

### BILL TO:

Brian Bunn  
North Lyon County Fire District  
195 E Main St  
Fernley, NV 89408

**Account:** North Lyon County Fire District  
**Subscription Start:** June 30, 2024  
**Initial Term:** 12 months  
**Annual Subscription:** \$10,600.00

Product Details	Total
<b>Occupancy Management &amp; Pre-Incident Planning</b> Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
<b>Responder</b> Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
<b>Hydrant Management - Basic</b> Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, and hydrant setup	
<b>Inspections</b> Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
<b>CAD Integration</b> Automated importing of CAD calls via XML, Database Connector or API.	
<b>Essentials Online Training Package</b> 4 Hours Online Training with certified First Due Instructor	
<b>Implementation and Configuration Services</b> Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	

One-Time Fees Subtotal	\$ 3,050.00
Subscription Fees Subtotal	\$ 10,600.00
<b>Grand Total</b>	<b>\$ 13,650.00</b>
	<i>*Excluding Tax</i>

### Statement of Work

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A - Quote.

### Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

**Payment Terms:** Net 30 days

**For electronic ACH payment:** Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



Locality Media, Inc. dba First Due  
107 Seventh St  
Garden City, NY 11530, United States  
Phone: +1 (516) 874-2258  
Website: <https://www.firstdue.com/>

**Statement of Work**  
For Quote Number: 1545132000291113386

## Statement of Work | North Lyon County Fire District

### 1. Introduction

#### 1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **North Lyon County Fire District** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

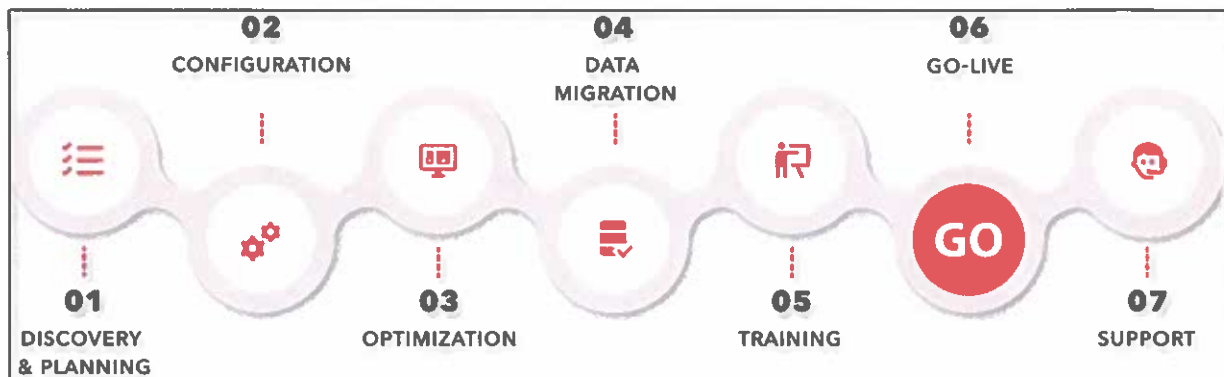
#### 1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

### 2. Implementation

#### 2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



#### 2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

## 2.3 Implementation Phases

**2.3.1 Discovery & Planning:** Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

**2.3.2 Configuration:** After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

**2.3.3 Optimization:** After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

**2.3.4 Data Migration:** Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

**2.3.5 Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

**2.3.6 Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

**2.3.7 Transition to Customer Success:** Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

### 3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

## 4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

## 5. Integrations

As part of this Statement of Work, First Due will implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

## 6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

## 7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

### 7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** [support@firstdue.com](mailto:support@firstdue.com)
- **Phone:** (516) 874-5818

## **7.2 Self-Service Resources**

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

## **7.3 Hours of Operation**

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET\*\*
- \*\* 24x7 Support available for Sev 1 (Down/Urgent) issues.

# **8. Assumptions**

## **8.1 Customer Participation**

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

## **8.2 Statement of Work Expiration**

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

## **8.3 Best Practice and Standard Workflow**

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

## **8.4 Go-live Requirements & Gaps**

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.



Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.	
<p>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>					
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
Locality Media, Inc.					
2 Business name/disregarded entity name, if different from above					
First Due					
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.					
<input type="checkbox"/> Individual/sole proprietor or single-member LLC					
<input checked="" type="checkbox"/> C Corporation					
<input type="checkbox"/> S Corporation					
<input type="checkbox"/> Partnership					
<input type="checkbox"/> Trust/estate					
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶					
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					
<input type="checkbox"/> Other (see instructions) ▶					
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
Exempt payee code (if any) _____					
Exemption from FATCA reporting code (if any) _____					
[Apply to accounts maintained outside the U.S.]					
5 Address (number, street, and apt. or suite no.) See instructions.					
107 7th Street					
6 City, state, and ZIP code					
Garden City, NY 11530					
7 List account number(s) here (optional)					
Requester's name and address (optional)					
Part I Taxpayer Identification Number (TIN)					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.					
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.					
Social security number					
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]					
or					
Employer identification number					
8 1 - 1 3 8 8 0 6 2					
Part II Certification					
Under penalties of perjury, I certify that:					
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and					
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and					
3. I am a U.S. citizen or other U.S. person (defined below); and					
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.					
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.					
Sign Here					
Signature of U.S. person ▶ Andreas Huber					
Date ▶ Jan 02 2024 08:32 PST					
General Instructions					
Section references are to the Internal Revenue Code unless otherwise noted.					
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .					
Purpose of Form					
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.					
• Form 1099-INT (interest earned or paid)					
• Form 1099-DIV (dividends, including those from stocks or mutual funds)					
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)					
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)					
• Form 1099-S (proceeds from real estate transactions)					
• Form 1099-K (merchant card and third party network transactions)					
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)					
• Form 1099-C (canceled debt)					
• Form 1099-A (acquisition or abandonment of secured property)					
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.					
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.					