



## 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 May 23, 2024

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

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

### Directors

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

Join Zoom Meeting at:

<https://us02web.zoom.us/j/85434436926?pwd=Vi9YNm9tV0ZhMTRjNGVjNHJRZVd0dz09>

**Dial: 1-253-215-8782 Meeting ID: 854 3443 6926 Passcode: 336899**

## NLCFPD Board of Directors Meeting Agenda

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

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

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

3a. Review and Approval of Board Agenda

3b. Review & Approve Board Minutes

3c. Review of Summary Reports

Discussion and action regarding Revenue and Expenditures\*

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

4b. General Fund Revenue and Expenditures

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

### 6. Discussion and action to approve the Fiscal Year 2024-2025 Final Budget, Establish the Tax Rate and Spending Authorization for FY 2024-25\*

### 7. Discussion and action regarding use of Station 61 for High Desert Little League 3<sup>rd</sup> Annual Cornhole Tournament Fundraiser\*

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

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

10. Discussion and action to approve a Resolution and Service Agreement with Fire Recovery USA\*
11. Discussion and action to approve Interlocal Contract for Cooperative Purchasing with Houston-Galveston Area Council\*
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

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.)

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. May 20, 2024.

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

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

MINUTES of Workshop

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

March 23, 2024

**1. Call to Order**

The meeting was called to order at 1201.

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

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

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

None.

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

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

Director Wheeler made a motion to approve the CONSENT AGENDA.

Director Toombs seconded the motion.

The motion carries as follows: 4-0-1

Murphy	Aye	McCassie	Absent
Wheeler	Aye		
Rodriguez	Aye		
Toombs	Aye		

**4. Discussion regarding Board Standard Operating Procedures, not to exceed 2 hours**

Chairman Murphy stated that we will have a hard stop on this at 1400. He thinks the easiest way to do this is once we've heard an item and approved it, we will TA it. We will not be ratifying anything at this meeting, but we will bring this back up for a normal agenda item at a regular meeting for ratification once these are all TA'd and we are happy with them. All Board

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

members that were present agreed.

Public citizen, Mrs. Debbie Skinner, asked how the workshop works and if the public could voice their opinion too, and Chairman Murphy responded that this is a public workshop, and anyone is welcome to speak. He shared that going through a lot of the newer, revised S.O.P.s, there is a lot of restrictive language for the Board and how we can communicate with the public and staff. There are some hold-ups on some items that slow this process down.

Chairman Murphy stated that Board S.O.P. 1- Items for the District Board of Directors Meeting Agenda. He commented that this gives us an outline of how to properly submit items, and we do have to hold a few posting requirements, such as 72 hours for non-241 noticed items. For NRS241 noticed items, we have five business days. He added if we are holding to that we can be flexible and do this however we would like.

1a- is standard and a lot comes out of NRS241 where it applies and states that anyone could accept agenda items. Adding to the District Fire Chief, Office Manager, and Clerical Assistant. He added that we can add any open language or any other designee by the Board or Fire Chief to give us flexibility. All Board members agreed to make this change.

1b- Board members may place items on the agenda as allowed by Board rules. Chairman Murphy stated that he doesn't know what Board rules are, and he's not sure what this applies to, or if it was meant to be placeholder language. He added that he is fine with eliminating this because it is dead language when there is no definition to what Board rules are, and all Board members agreed.

1c-Any member of the public may request directly from the board any item be placed on the Board agenda. He stated that this is NRS, and as long as they are submitting to the named positions there is no problem.

Director Rodriguez enquired Board 10, regarding the specific language to interaction and communications, asking if this would be considered Board rules, and Chairman Murphy responded that we don't have an S.O.P. for Board rules. He added that there are guidelines on how we would interact with the public, ourselves, and staff and how we communicate but there is nothing that specifically defines as Board Rules. He stated that we could choose to establish an S.O.P. in this workshop but going back to NRS, how do you enforce that? Chairman Murphy stated that they are going to strike 1b and re letter 1c as 1b.

2. Agenda items from District members must be submitted no less than fourteen (14) days prior to the meeting at which it is to be considered by the Board. Mrs. Kasey Miller suggested adding regularly scheduled. It now reads Agenda items from District members must be submitted no

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

less than fourteen (14) days prior to the regularly scheduled meeting at which it is to be considered by the Board. He stated that it is defined as the second Thursday of every month. All Board members agreed with that addition.

3. District staff will prepare agenda items in proper form and attach supporting materials when requested by a Board Member. All Board Members discussed and agreed to leave this one alone.

5. District staff will determine the fiscal impact of the issue and include it with the supporting materials when requested by a Board Member. Chairman Murphy stated that this one is fine. Mrs. Debbie Skinner stated that with all the items regarding district staff, we should go back to 1a, where we are already adding the Office Manager and Clerical Assistant. Maybe we should submit it to the district staff and keep it the same as district staff throughout, so all of the language is the same. Making 1a, District Administrative Staff, still following the others with district staff.

Chairman Murphy mentioned that we can add definitions into the S.O.P. at the top to define what a regular meeting is, it is the second Thursday of the month and we can define what administrative staff is, which is the Fire Chief, the designee, Office Manager, or Clerical Assistant. Before #1, they will add definitions and all Board members agreed. He added that he would make all of the changes and bring it back to show all of the changes that have been made. Mrs. Kasey Miller asked if 1a was going to read District Staff, and Chairman Murphy answered yes, that he would define District Administrative Staff.

6. District staff shall submit all agenda items to the District Office Manager no less than seven (7) days prior to the meeting of the Board of Directors. Chairman Murphy stated that this is redundant because on #2 it says 14. All Board Members agreed to eliminate this entire item.

7. The District Office Manager shall prepare the final agenda, make proper notification, and post in accordance with Nevada Open Meeting Law, (NRS-241). Mrs. Kasey Miller stated that the District Office Manager should be changed to District Administrative Staff. All Board Members agreed to this change.

8. Agenda items of an emergency nature may be placed on the agenda at any time with the approval of the Chairman of the Board or the next appropriate Board Member. Chairman Murphy stated that he thinks this one is fine. He added that we will change approval names and will resign after it has been ratified. Mrs. Kasey Miller asked Chairman Murphy if he wanted to add anything about legal review on the agenda or items being submitted in the agenda packets and he responded that they could add it. There was discussion and everyone agreed to add that legal review may be conducted on any agenda item at the discretion of the Board Chair.

**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 the Board if there were any other changes to Board 1. Director Wheeler asked what the effective date would be changed to, and Chairman Murphy stated that he would change the date once it is ratified.

A public comment came from ZOOM, that any member who puts something on the agenda should be able to have it legally reviewed, and it probably should be in practice because some of the motions are very cluttered. Chairman Murphy stated that he doesn't like one person having all of the power and he feels like it should be a bit more open, as he had said previously. He stated that we can make it broad and say at the discretion of the Board and all members agreed.

Chairman Murphy explained that when they are done, they will submit this in a TA'd form to themselves as the Board for ratification, and on that date, we will change that information on the S.O.P.s. Chairman Murphy added that they TA'd Board 1.

Board 2- Incident Fee Schedule, Chairman Murphy stated that it was just updated, and he feels it is going to be an ongoing moving target as we have new administrative staff. The Fire Chief, in the past, has traditionally updated this and given us guidance on this. He feels that nothing needs to be changed on this, and all Board members agreed to TA this as is.

Mrs. Kasey Miller added that there was a change on page 2, clerical report copies, and she couldn't remember what it was.

Chairman Murphy explained that there was a recent large spike in public records requests. One thing that came up was if we were charging for copies, and he added that our general council advised that that is defined in NRS239.052. He asked Mrs. Miller how often we receive requests like this, and she responded that we don't. All Board members agreed to strike this all together. Chairman Murphy added that he thinks the Chief had recently gone through it within the last year and they approved a change to the Fee Schedule. He stated that he is fine revisiting it at a later date when the dollar amounts change. All Board members agreed to TA this with only one change, updating the date and the signature.

Board 3- Mass Gathering / Special Events. Chairman Murphy explained that this covers the use of the district property for public events. It has been changed recently and is attached to Board 2 under the Fee Schedule, and he added that \$25.00 for a permit is a reasonable fee. Mrs. Kasey Miller added that the spelling of mas, under the Scope, needs to be corrected to mass gatherings. Chairman Murphy stated that they will TA as adding the s.

Board 4- Classification of District Policy. Chairman Murphy explained that this outlines all of the different types of policy and procedures for the Board, Administrative, Operations, and Temp Operational Orders. Volunteer Captain, Dan Hiles commented that there is no structure and guidance on how policies are drafted or reviewed. He thinks that there should be footage in there that does exactly what the Board is doing, meeting, coming up with policy changes, and

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

reviewing them. He added that all the policies are controlled by one person and that is the Chief. Item 15 is a policy for volunteers, and he added that there is no input from volunteers, the union, or the Board. Chairman Murphy added that he is not a fan of giving power to one person. For this type of stuff, this is the foundation of our organization and how we do business. He added that we should disseminate that power in a committee form and have a Policy Review Committee encompassing policies, procedures, and guidelines. He shared that other departments in the area also have a policy review committee, and they are constantly making changes. He stated that he thinks this would be an appropriate policy to add this to, but would need to modify the title, scope, and the purpose. We would establish a policy committee and that if everyone has input then no one can complain.

Mrs. Becki Howlett asked if the policy review committee reviews it, makes changes, and presents it to the Board to have approval, and Chairman Murphy added that with any change, we still have to TA and ratify. Ultimately if you have representation from the Board in this committee, and there are two Board members involved and changes are made, a Board as a whole should have buy-in because you already have 2 representatives from the Board, 2 from Labor, 2 from non-represented employees, and 2 from Volunteers.

Mrs. Debbie Skinner stated that she thinks it does need to come back with the changes for consensus for Board approval. Chairman Murphy added that he thinks it would be appropriate to change spelling errors, but we don't want to leave these policies up to broad interpretation because we've seen it in the past where things are interpreted very broadly, and it causes disparities in how people see that and it causes issues. All Board members agreed to move into the format of having a Policy Review Committee. Chairman Murphy suggested reaching out to other local departments to see what that language looks like. Mrs. Debbie Skinner suggested to start to form your own and then reach out to see if there is additional language to include or exclude. She thinks that if we put together what we have in mind and utilize those resources and collaborate them together. Chairman Murphy shared that he will reach out to other departments and they can change language for our specific needs. Chairman Murphy asked if there is anything specific that we want to make sure is included in the Policy Review Committee before we see any other language from any other policies.

Mrs. Debbie Skinner added that she thinks you want 2 Board Members and define that the Board members have been on the Board for at least 6 months to a year. Chairman Murphy added that he thinks that one of the two Board members on the committee should be 1-year minimum and the other one can be anybody because we still want to develop our Board members who still plan on being here. He stated 2 Board members, 1 of which must have a minimum of 1 year of experience on the Board, 1 member who is in a paid capacity, and 1 member in a volunteer capacity. Chairman Murphy stated that he thinks 5 or 7 people on the committee is appropriate. He stated that he has 2 Board members, one with a 1-year minimum, 1 representative from labor, 1 representative from Volunteers, and 1 representative from non-represented staff, paid within the District.

Chairman Murphy stated that they are adding a Policy Review Committee to govern the changes, policies, procedures, and anything operational, and he would also include the Fire Chief, whoever that may be because operationally that person is going to be making those decisions.

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

He shared that we can add that in the committee mix. Since we have discussed it we will be adding any formatting and spelling errors and do not need to go before the Board for ratification for approval for change. They are just cleaning up what we do, so we provide clean documents for everyone. No changes shall affect the interpretation or intent of any policy because intent is up to the committee. He added that temp and operational is in the hands of the Fire Chief as well as operations. Chairman Murphy explained that the Chief is the one to do this and he thinks it might provide a conflict to having a Policy Review Committee.

Mrs. Debbie Skinner added that she thinks that they could expand the policy and operations to include paid staff vs. volunteers, but the operations might be different as to the duties they perform. She included that maybe she is misunderstanding and is asking for clarification. Chairman Murphy shared that he thinks it would be best with the Policy Review Committee, to include the Fire Chief. Mrs. Skinner added that we have had great volunteers and great paid staff, and we have lost both. If we can collaborate and make it where their input is valued, operations run smoothly, and to be able to provide for the community. Chairman Murphy added that they should be adding representatives from volunteers, one from each group. He added that we are one group, come from different backgrounds, and have different classifications within the department. Each classification as in volunteer, laborer, paid non-laborer, Board, and Fire Chief should all have a say in a change in these policies because this is all of our department.

Mrs. Debbie Skinner added that with the Cadet Program, their operations will be a little different, mainly from age or whatnot, vs. the volunteers and the paid staff. Chairman Murphy stated that to his knowledge, he does not remember a Policy Committee coming together to change policy.

Mrs. Kasey Miller stated that there was a committee a couple of years ago, and they were working on some operational things, but everyone just got busy.

Chairman Murphy stated that there is a lot to change and add to make it work together, they won't be able to TA Board 4 today, but they will reach out to other local agencies to see what their language is, and once we have that language, they can reconvene at the next S.O.P. workshop. He added that if the Board is okay with that, he can draft something tentative and we can work off of that and make changes at that time when we merge the other language in, to be able to save time, and if we don't like what it looks like we can make changes.

Chairman Murphy stated that Board 4 will not be TA'd, at the next workshop he will bring this in a draft form, and we can slot in the language that was just discussed and go from there to make changes as we see fit.

#### Board 5- Drug and Alcohol Policy

Chairman Murphy stated that this is standard and doesn't need to be changed, and to leave it as is. He added that it is membership wide.

Board 6- Recognition of the bargaining unit and the District recognizes the bargaining unit. There is no change.



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

**Board 7- Public Records**

Chairman Murphy stated that this has all of the 239 language, and since there were changes made to the Fee Schedule he thinks we will find some here too.

There was a discussion regarding 239, and it states that we have the ability to charge, as long as it doesn't exceed the actual cost of the work being done. Mrs. Kasey Miller added that she thinks we can charge for thumb drives, and we can look into this. Mr. Dan Hiles stated that if we charge, then we have to develop a Fee Schedule since they already agreed to strike it from the Fee Schedule. Chairman Murphy added that 239 has language for the reproduction of digital too. All Board members agreed to leave #7, and strike #7a., and we can come back to it if we feel that it needs to be readdressed. He added that the safety in this one is that 239 and all other federal state-local requirements supersede the policy, so we are not going to go beyond what NRS says on this.

Chairman Murphy stated that this policy was last revised in 2019 and he thinks if we are going to define anything, they should go back and make sure these are all the same time frames per NRS239. We can bring this back at the next workshop for a final TA after reviewing 239 and making sure these timeframes are correct. All Board members agreed.

**Board 8- Elections of NLCFPD Board Positions**

Chairman Murphy stated that this hasn't changed a lot to his knowledge. He added that in the past, the Chair had some time on the Board to give you enough time to learn how a meeting runs and that he wouldn't change that at all. The rest of the positions he considers them all developmental and anyone can sit on them to be developed into the role of potentially the Chair one day. He added that one of the big issues is attendance at meetings but he is asking what there is to hold the Board to do this and what action is there. There is nothing in NRS to his knowledge, where you can eject a Board member unless it is an ethics violation. The Board discussed and agreed that if you are that busy and cannot dedicate the time, maybe it is time to step aside and let someone else take the position. Chairman Murphy stated that if you haven't met the attendance, we can make it to where that person is ineligible to run for Chair/Vice Chair, and we can enforce that. He explained that there is no exclusive power that the Chair has, except to run meetings. That falls onto the Vice Chair or the successorship through the Board in the absence of the Chair. The Chair doesn't have veto powers, and they don't have any administrative power that the rest of the Board doesn't have, and he shared that that has been a point of contention in the past. He stated that we can make the Chair responsible to be the first to have that discussion, but he thinks that any five of the Board members can be responsible to keep themselves in line and remind themselves of their purpose.

Director Wheeler asked Mrs. Miller a question regarding the order of nomination and Roberts Rules of Order and if we were still under that. Mrs. Miller stated that she could not remember but there was a meeting, they did vote, and it was changed to, we are not doing Roberts Rules of Order. She added that it was when Mrs. Jensen was still here when we did that. Chairman Murphy asked if they remembered what it was, and there was a discussion, and nobody could remember. Director Wheeler stated that the city has something, and Director Toombs shared that

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

he did not know that there was a change, and that might have been after he left. Mrs. Kasey Miller added that that happened at one of the last meetings where Mrs. Jensen was with us. Chairman Murphy stated that this is specific as to how we receive nominations and how we vote for people. We can build that in verbatim without Robert's Rule of Orders or any other guideline. Mrs. Miller added that she can get that information, and Chairman Murphy added that we will revisit this at the next workshop.

Going back, Director Rodriguez asked what the verbiage is going to be regarding the Board attendance, and Chairman Murphy stated that Board members shall be in good standing and have attended at least 75% of all meetings in order to be eligible for the Chair or Vice Chair position. He is asking on the discussion of the Vice Chair since they are adding this in there, if we want to make it an eligibility requirement to have also served at least one year on the Board. He stated that the only difference in power is that they are running a meeting and that is it. Mrs. Kasey Miller shared that it has been changed in the past and she explained that it was the 3-2 year and somebody resigned and we kept one person that had been on the Board for one year that could do it and because of that is why we got rid of the Vice Chair.

Chairman Murphy stated that Board members shall have attended at least 75% of all meetings to be eligible for Chair, and all Board members agreed. He added that we will revisit this but we can make that change now. He shared that we can move this bullet point underneath the Chairperson as a sub because it only applies to the one position. He stated that the term is straightforward, and we are going to revisit nominations received and voting according to Roberts Rules of Orders and order of nominations. Chairman Murphy stated that they will table this one for the next workshop, and bring back language to define how we do our nominations voting.

#### Board 9- Parliamentary Procedures and Conduct

Chairman Murphy stated that if we did have rules, this would be our rules and this is specific to how we run a meeting and how we are and act as Board members to the public.

1. Roberts Rules of Orders, we need to go back and define what we are going to use and if it is something different then we need to change that.

Director Rodriguez asked regarding participation from the audience, the first line, when recognized by the Board Chairman/person, please identify yourself at the podium and state your purpose of speaking. He stated at the last meeting during public comment someone spoke and refused to identify themselves. He is asking if that rule applies to having to identify yourself. Director Toombs added that they still have First Amendment Rights and we don't want to violate their rights. Chairman Murphy stated that if people want to remain anonymous for their safety protection, he thinks that is an absolutely valid reason to not introduce yourself and that protection should be kept. He thinks that it would be better verbiage if it said Expectations from the Audience. There was discussion regarding public comment and the only interruption from the Board that can be made is given the time limit or whatever the Board decides to do. It states 5 minutes in here and the agenda 3 minutes, and everyone agreed on 3 minutes.

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

Director Wheeler shared that he doesn't think that the audience understands that when they talk to the Board they cannot respond back.

Director Toombs shared that he thinks it in the city script that the mayor reads at the beginning of a meeting or prior to public comment, that is put out by the mayor to the audience. He added that could be something we look into to maybe adopting what the city uses on their agenda that the mayor reads to everyone in attendance both virtual and in person.

Chairman Murphy stated to his knowledge there isn't a set time, it is up to the Board or the organization to set that. As far as public comment is concerned, we also have the flexibility to say there is public comment before after or public comment for each item. He added that a lot of places do one or the other, they don't do both. We still have to provide for the public's input. We can respond to the public, but we shouldn't respond to the public in most cases unless there are clarifications for misunderstandings.

Mr. Stephen Emery suggested asking people who would like to comment, to go to the podium and get the puck down to them so it is clear, and we can hear better. Chairman Murphy stated that we have it in policy, we just need to enforce it. He added that we need to look at new AV equipment. He stated that he doesn't think we need to change how we run our meetings as far as public comment, so we should keep that the same. He likes the idea of putting expectations from the public in our agenda. He suggested putting a script at the podium as well.

Chairman Murphy stated that he wanted to go back to, please identify yourself at the podium and state your purpose of speaking. He's asking if we need to state a purpose, you get to say what you want for 3 minutes.

Director Rodriguez shared that he read that if you wanted to comment on an agenda item you had to submit your comment before 4 p.m. of that day. Director Toombs confirmed that you submit it in writing to the city clerk to be read or do it yourself. Even if you don't submit it to the city clerk, you still have the opportunity to stand at the podium for your 3 minutes.

Chairman Murphy added that they have had in the past people submit letters for others to read and it is totally appropriate. Mrs. Miller added that there used to be comment cards, but nobody ever wrote them out.

Chairman Murphy added that comments may be submitted in writing at least 48 hours prior to any regularly scheduled Board meeting to be included in the Board member packets. We are not going to TA this because we need to go back and redefine what we are using for parliamentary procedure, and we will make sure we review 241-time limits to make sure that we are allotting the right time.

Director Toombs stated that now that we have all of these new methods, that we are encouraging participation from the citizens, particularly ZOOM. They are great tools to have available for us to increase the ability for people to see our meetings. He added that we have been using them for a while but he believes that we need business rules based on best practices and how we want to utilize ZOOM effectively and efficiently to ensure that we present a professional Board. Whether we put it in here or we develop our own set of business rules to make sure that we are using ZOOM the most effective and efficient way that we can, and it presents the right appearance to anyone who is looking at it from calling in. There should be very clear guidance to

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

who will be on camera during the meetings and how we use ZOOM. Director Toombs shared that when he read this, to him this was written for posting and people being in this room and not for how we are actually holding our Boards today and the tools that we are using. He offered to help write that because he is familiar with using ZOOM.

Chairman Murphy stated that it is a good idea and that we should include it in the S.O.P because this hasn't evolved with technology as it should have.

Chairman Murphy suggested what they think about at a baseline, anybody that participates on ZOOM, no camera on and audio muted. Director Toombs shared that when he ran the one for the city, that is how it was set up and we controlled the microphone and could mute all participants. He explained that every attendee was not online and did not have access to their camera or microphone to be able to use unless it became public comment and used the raise your hand feature. At that time the public clerk is able to unmute them so that person could make that public comment. Presenting from afar, the clerk could also then activate your camera and microphone. Everyone that is not part of the council is muted and is an attendee only. He added that the chat option is available, but only the clerk sees the chat option and it's not on a wall monitor for everyone to see. If the clerk sees something she can notify whoever may be running the meeting and let that person know that there is a question on chat. Chairman Murphy is asking if we want to adopt ZOOM as the official Internet meeting platform for the district for all meetings. Mrs. Debbie Skinner asked if they want to designate that in, that will make this a living reoccurrence every January for this particular Board S.O.P. She stated that she would hate to see that you are defined to something that may ultimately be dissolved or possibly purchased by another online platform. She suggested to maybe put in the verbiage that says that an interactive video meeting will be provided at each meeting and not define it as ZOOM.

Director Toombs stated that he thinks that we can define the business rules or the best practices regardless of what meeting or what tool we are using. This will be the process that we will use that tool during our meeting. Chairman Murphy added, going back to the Policy Committee, the purpose and intent is that we should be looking at these more frequently than we have. These are like anything else living documents and they should adjust as the department, technology, and society evolve.

Chairman Murphy confirmed with Director Toombs that he would work on S.O.P. #9 and draft that. He asked Director Wheeler and Director Rodriguez if they were interested in picking up any of the other ones that have not been TA'd yet. Director Wheeler added that he would do S.O.P. #8. Chairman Murphy stated that #7 needs to review 239, records retention, and asked Director Rodriguez if he would like to take that on. He stated that we don't want to have conflicting times. Director Wheeler stated that he would take #4 also, and Chairman Murphy added that he would also help with S.O.P #4. Director Wheeler added that he would take on the Policy Review Committee and that he would work with Volunteer Captain Dan Hiles as well. Director Toombs added that he would work on S.O.P #3.

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

Director Rodriguez shared that his last name has been spelt wrong on the agenda and it is with a z and not an s.

Director Wheeler asked when this should be ready, and Chairman Murphy stated to give ourselves some time. We have a lot of things coming up, a special meeting next week, and a budget committee next week.

Chairman Murphy confirmed that Director Toombs is taking S.O.P. #9, Director Wheeler is taking S.O.P. #8 and will bring Mr. Dan Hiles in with him on that, and Chairman Murphy is taking #4.

Board 10- District Board Staff interactions and communications

Mr. Dan Hiles commented on line item 1. He stated that everything is focused to one title and that is the Chief, and if there is any conflict or resolution, it has to go to him. He shared that he is all about going through the chain of command. He thinks that if we had a way to talk to the Board with protection, it would fear retaliation and resolve a lot of issues.

Chairman Murphy stated that restricting access to all involved parties does not give a Board a clear picture when they are making decisions. He added that as Board members to make sure when we make a vote, we have the right information or at least the perspectives on things that are up for interpretation of all involved parties. To string line through one person is putting a lot of responsibility and a lot of potential for things to not get passed along, or to be misunderstood. Chairman Murphy added that this one needs to get cleaned up and it is too restrictive of the Board. It almost seems that the intent was to sensor what the Board can do. He added that this may be a First Amendment issue with free speech and access to people.

Chairman Murphy started at the top of Board 10, purpose, he found a spelling error. It should say officially and not official. He added that we will revisit the purpose when they go through the rest and find out what the intent of this is and how we want this to read.

Chairman Murphy stated that he would strike #1. He added that if it is an item that is department-wide, you should be talking to all people involved to get a clear picture. He is asking if we want to keep any part of 1 or 1a.

Mrs. Debbie Skinner shared that this limits that she cannot come directly to you to express her concerns without having to go through the Chief first, and it could potentially be distorted as to what is passed onto the Board. It limits the ability as a citizen to entrust that the Board has our interest at best.

Chairman Murphy stated that we the Board should be able to hear complaints from the public, weather it is praise or a complaint. He shared that we would like that stuff to go to the Fire Chief, however, we're not saying that you come to us, you should still go to the Fire Chief. You should also be able to go to your Board because they are your representatives if you don't feel like it's being handled correctly or there is such severity to it that you want everyone to know about it so that the importance is highlighted.

Chairman Murphy decided to come back around to 1 and 1a.

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

**195 East Main Street**

**Fernley, Nevada 89408**

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

2. Chairman Murphy stated to strike #2 entirely, and Director Rodriguez added that it says District Board members shall not interfere with any staff members while engaged in daily work activities. Chairman Murphy shared that he would interpret that as station duties. We should be able to walk into the station and not interfere with emergency operations, and that is number 3. He explained that what if he can't always be here from 9 to 5, working nights, and can only show up at 7 p.m. If the guys aren't busy and are okay with having me here, we would

ask if they could spend some time to say hi and what's going on. There is nothing wrong with that, as long as they are okay with it, this is their house. That side of the station is their home for a third of the year minimum. We should still be knocking on their door, as you would your neighbor, and we still need to be courteous to that side of the station. He stated that he doesn't see any harm in approaching someone if they happen to be outside picking weeds.

Director Toombs added that looking at it from the city's perspective, the city council cannot task city staff. That goes through the City Manager from the council, however, the council can come in and have meetings with the staff to get that information because they either need to be better educated on an issue that's coming up from an agenda item or they have questions from citizens on why this or why that. To ensure that they are performing the duties that they were elected to do, they can go in and talk to staff, but no tasking will come out of that. You want to make sure the City Manager is aware because the last thing we want to do is erode the chain of command and remove the Chief or the head of the organization. We still have to have a functioning chain of command, but how do we ensure that we have the ability to be part of this process and not feel like you are not welcome in my house. He stated that as a new Board Member, he read this, and it sounds like he's not welcome down there except once a month for a Board Meeting. He added that concerned him that this policy was in place that did not welcome him to come down anytime he needed to, except to talk to the Chief. He thinks there is a happy medium to find that sweet spot for what is best for the district.

Mr. Dan Hiles asked if you kept line item #2, how would that prevent you from coming in and hanging out with the guys or talking to them if you don't interfere. Chairman Murphy explained that the way that it is worded is broad enough to interpret it as any interaction. Director Toombs added going back to #1, all communications concerning operational and administrative items must be directed through the Chief. He stated that if he is down here, he is either operational, administrative or he is here to eat a spaghetti dinner. Chairman Murphy stated that it is restrictive and if you look at the intent through the document it is exclusive language. Chairman Murphy added that this is where #3 comes into play, and he thinks specifically that we should not ever interfere with staff when they are engaged in emergency response operations. To go a step further, he stated that a and b absolutely strike. None of the Board Members should ever be involved in emergency operations. You are not safety staff, you are not qualified, and even if you are, you are here as a Board member to represent the public. You are not here to be slotted in as a member of the ICS.

**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 stated to strike a and b and added that he doesn't know why c is under this one. He added that this is outlined in NRS.281a and falls right into ethics issues. He mentioned striking c also or if they want to put it back into conduct. He added that it might be appropriate to slot under Board 9-Conduct. Director Toombs thinks that we should leave it. He explained that in the other government job that he had previously received annual ethics training. Unless we are getting annual ethics training as a Board, we should leave some of the things in there that at least provide some level of awareness for new Board members who have not received Government Ethics Training. All Board members agreed to move this to Board 9.

Mr. Stephen Emery added that he notifies the Chair of any large incident. Chairman Murphy shared that they did have a large incident recently and the Fire Chief did reach out to him. After that it got him thinking about what good he was going to do to go interact. Chairman Murphy stated that he is not going to do anything about it and mobilize himself to go interact. He added that there is a PIO for the department and people to do the job.

Chairman Murphy stated that we are pressed for time and going to put a pin in Board 10. We are not done with it but will come back to it and will start with Board 10 at the next meeting. All Board members discussed and agreed to look at it and the meeting that is scheduled for March 27th for the Budget, at that time they can come to a conclusion and schedule the workshop at that point. Everyone agreed to try to schedule the workshop on the week of April 15-21, and revisit again at the next meeting on March 27th.

**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 comments are limited to 3-minutes.)

Volunteer Captain, Dan Hiles thanked the Board for their time and everything that they do.

**6. Adjournment\***

Chairman Murphy adjourned at 1404.

**NOTE(s):** All items indicated by an asterisk (“\*”) were Action Items. A complete and detailed record of this meeting was recorded on Micro SD Recorder March 23, 2024

Respectfully Submitted by:

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

May 23, 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**

Approval of Minutes

March 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

May 23, 2024  
Date

DRAFT



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

MINUTES of Workshop and Meeting

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

March 27, 2024

**1. Call to Order**

The meeting was called to order at 1804.

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

The Pledge of Allegiance was led by Chairman Murphy. A moment of silence followed.

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

A Fernley resident joined via ZOOM and asked if the candidate was aware of the residency requirements, that any candidate would have to live in Fernley. She shared that as far as the job description, he does not qualify, and he has no medical training. Chairman Murphy asked the person to state their name for the record and there was no response.

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

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

**3b. Review & Approve Board Minutes**

**3c. Review of Summary Reports**

Director Wheeler made a motion to approve the CONSENT AGENDA.

Director Rodriguez seconded the motion.

The motion carries as follows: 4-0-1

Murphy	Aye	McCassie	Absent
Wheeler	Aye		
Rodriguez	Aye		
Toombs	Aye		

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

**4. WORKSHOP: Discussion regarding FY 2024-2025 Budget (not to exceed 60 minutes)**

Chairman Murphy stated that Accountant David Silva is joining via Zoom and is providing financial services for the district and will bring us up to speed with our budget.

Accountant David Silva shared that the Tentative Budget is due by April 15, 2024, and the final budget is due on June 1, 2024. Due to the circumstances of the district right now, he stated that the Tentative Budget will be an estimate. He added that the time period from April 15<sup>th</sup> until shortly before June 1<sup>st</sup> will be a considerable amount of work to prepare a meaningful final budget due June 1, 2024. He commented with Mrs. Miller being out of town and the time of year that it is for accounting firms, he would be happy to make a trip out when it makes sense, but he would like to advise everyone that it is not at all untypical to file a tentative budget and then by the time you are filing the final budget, is for there to be considerable differences between that tentative and final. He stated that he doesn't want anyone to panic if you don't feel like you're preparing an accurate budget if you don't feel like you are where you want to be before April 15<sup>th</sup>. It doesn't do anybody any justice to throw numbers together that don't mean anything onto a budget form that is a public document and is filed with the state of Nevada.

The basis for filing the tentative and the final is to start with a good projection of where you will end up at June 30, 2024. Once you have that, you can move forward with whatever assumptions need to be made and make the proper calculations to get those meaningful numbers for June 30, 2025.

Chairman Murphy asked Mr. Silva if he has an idea of where we are at within the current fiscal year budget. He stated that there are a lot of things up in the air right now and a lot of moving targets. Mr. Silva shared that he has the same thing that we all have, what Kasey was able to prepare for everybody. He added that he took a first look at it about a half hour before the meeting and he can't sit and tell us that he has a good comfort level with that, simply because he hasn't had time to study it. He added that over the course of the last couple of years, neither Kasey or himself has had a real significant role in the budget process. He added that his office was able to put the budget numbers on the government forms for you all. In terms of coming up with those budget numbers, we really didn't have any involvement. Certainly nothing along the lines of the type of involvement that we have had in earlier years, but over the past couple of years that involvement was not there. He added that he does not have a good comfort level at this time. Mr. Silva stated that he does feel that by the time June 1, 2024 comes around that you will want to have submitted a budget document that actually means something. He added that that budget that is filed is called a final budget is not necessarily a final budget. It can be amended during the year assuming certain criteria have been met. He explained that it's not like you filed the final budget on June 1 and it forever more. That is not necessarily the case.

Chairman Murphy explained that we gave ourselves an hour for this workshop, and until we have set numbers and can see projections for next year for revenues from the state, we have time to comb through this budget and see where we will end up. We have a few months left of this year, and some of the things that were discussed prior with upcoming costs that we have

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

anticipated, we might be able to absorb most of that in this current budget, which opens up for next year's budget, to not take some of those hits. Chairman Murphy added that negotiations are going on currently, and there are no set numbers to negotiate with and that is slowing that process down on items that are financial in nature. We have an employee coming back to work and we should have that number tomorrow, and we have potential revenues coming in. He explained that he was notified that we have close to 500 from the Feds on Wildland District assignments. Those things take time, and he does not anticipate getting those for those for this current budget but those might be money we have for this fiscal year 2025. He thinks it would be best to keep things the way that they are. We are not looking to make purchases and we have some things that we are anticipating on paying and we go from there. If changes are met then we can augment to make those changes during the next fiscal year. Chairman Murphy stated that he sees no problem getting the budget done by June 1, for submission. We will have to come in a few extra times to make it happen, we've done it before, and we will do it again. He asked Mr. Silva if we have anything from the Department of Taxation on we are thinking we are going to get this coming year. Mr. Silva shared that he doesn't have that in front of him right now but it is available. Mr. Silva stated that the salaries and benefits are the bulk of our expenses and he thinks that in terms of time spent in trying to nail down numbers is where the time is going to be spent, and it is the biggest part of the budget. He added that Chairman Murphy shared that he was going to try to hold off on Capital Expenditures, and that just elevates it a little more that salaries and benefits are key to this years budget process. He added that one of the factors that come into play is called abatements and he thinks it's that number that takes a little bit longer to get, but the final numbers will be here shortly. If you look at the tentative numbers, he believes that those amounts are without consideration of the abatements and Lyon County abatements are a fairly significant number.

Chairman Murphy asked him if he knew what everyone lost statewide on the abatement that went into place in 2008, and Mr. Silva did not know. He added that in past years when we tried to budget the abatements, some years we have come close and other years not. Lesson learned, we need to wait until they are published by the state, which isn't very long from now because it is the end of March. He did tell him that he would let him know as to when they will be out. Chairman Murphy stated that he was going to look at the Department of Taxation website to get that tentative. In past years he doesn't recall seeing major differences when they've published tentatives and revised for finals. He added that he can't imagine that it will be a massive variance between the two. Mr. Silva shared that our tentative have included for the Ad Valorem are inclusive of that abatement and that is why the tentative Ad Valorem number would be close to what was on the final budget Ad Valorem.

Chairman Murphy asked for the sake of the April 15th time requirement, would it be advisable for us to copy and paste the budget in place that we used this current fiscal year to get us through that preliminary, Mr. Silva answered no and that he would be hesitant to do that. He doesn't think he could tell him 100% honestly that he knows what those numbers represent, so essentially, we would be putting on an official document. We would be putting numbers that we may or may not know what they represent. The salaries and benefits are by far the largest component of the budget.

**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 stated that we can start looking and go over the things that we are definitely undershooting on the budget because there are a few items that we are definitely in the hole on that we've overused or under earned on some things. That might start getting us to a place where we are closer to what we are going to be at for the start of next, and we can just put in the tentative numbers from the Department of Taxation. We just received revenue projection from our billing company as well so we can plug that number in too and start from there.

The hope that Chairman Murphy had was to come in and see some numbers and go forward, but it sounds like we might need to give it another week. Wait for those numbers to get closer and start going through this heavier to get this ready for putting in those real numbers when they do get released and go from there. Mr. Silva stated that that is his recommendation. He added for the tentative if you chose to go with more of a copy-and-paste approach, that will all be adjusted before you do the final. If we get a week or so along and that much more has been done, that copy-and-paste approach may have a little bit more appeal than it does this evening, and he can't imagine that would harm us in any way. He explained that sometimes when we see numbers in print in a nicely prepared document, those numbers get fixated in our heads even though they get changed. He wants to make sure that the numbers that are put into an official tentative document are understood by all and that there is at least a minimal level of comfort with what those numbers represent.

Chairman Murphy stated that we are going to determine when we are going to have this meeting and he will send Mr. Silva an email and they are all on the same page.

Chairman Murphy shared that the tentative has to be in place by April 15th. He added that he doesn't know of a year that we had a tentative that we held onto for the final. He thinks that we can look at projections and look where we are at year to date and get ourselves close. He added that he would like to shoot for a margin, where we have money aside to absorb into bringing people back to work and making other things whole.

The Board discussed and agreed to have the next Budget Workshop on April 10, 2024, at 1800 hours and not to exceed 2 hours.

**5. Discussion and possible action regarding District General Counsel\***

Chairman Murphy shared that he received a letter from the City Attorney's Office and Aaron has given his 30 days' notice that we are going to be losing the City Attorney's Office for general legal counsel on April 17th. He added that he has reached out to Attorney, Nick Crosby who has been handling union-related things and doing the legal review for that. He was very enthusiastic when I told him that we were looking for general council, and Mr. Crosby said he would be happy to, and he provided him with a fee agreement, and made a point that his rate of \$250.00 per hour is significantly less than what he would charge private clients and he does this as a service to the public service entities that he represents. Chairman Murphy added that he did not reach out to any other attorneys and that the relationship that we have with Mr. Crosby is invaluable to bring someone else in new you don't know what you are going to get, and he thinks

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

we've gotten great service from him. Mr. Crosby is already aware of the ongoing issues and has been involved in negotiations and he has a good understanding based on what he has told me and what I've seen from him. He is the whole package at this point for both services. We don't have to make a decision tonight, we can do that at the April 11th meeting, or we can decide on this, but if we choose to go forward, we can do that tonight. Director Rodriguez asked if it is typical to get more than one, and Chairman Murphy added that we can if we want, this isn't an item to his understanding that we have to go out with an RFP and bring quotes in from other providers. He stated that he did ask Aaron and Becki and they both agreed that we as the Board can bring him in if we want to increase his scope. Mr. Crosby is already attained by us and he has already essentially been involved for the Union and we can expand his scope. Chairman Murphy shared that we had an annual contract with the City of Fernley, we started at \$10,000.00 and it went up to \$20,000.00 in anticipation of the increased need for legal things. That was a defined amount of money for an undefined amount of work, and part of him speculates that them wanting to back out of the contract has to do how much work we as a District put on the City Attorney's Office, which was quite a bit. He explained that Mr. Crosby wants to work with us and wants us as a client. He added that he thinks we can anticipate not using him as much over the next year, especially beyond 6 months from now we might be in less usage need of an attorney. He stated that it would benefit us to have somebody on for the review of big items. Chairman Murphy stated that we are already a client of Mr. Crosby and the firm he represents, this would just be an expansion of the scope of practice with us to include general legal council. If we would like we can look for other attorneys to represent us. The Board agreed to stay with someone that we already have an established relationship with.

Director Rodriguez made a motion to approve the quote for the attorney fee agreement from Mr. Nick Crosby.

Director Wheeler seconded the motion.

The motion carries as follows: 4-0-1

Murphy	Aye	McCassie	Absent
Wheeler	Aye		
Rodriguez	Aye		
Toombs	Aye		

Chairman Murphy stated that he would follow up with Mr. Crosby and let him know that they have agreed to expand his scope based on the agreement that he provided.

#### **6. Discussion and possible action to appoint Interim Fire Chief\***

Chairman Murphy stated that we do not have a Chief currently in office, and it has been expressed by members of the public, members of the Board, and members of the district that there is a need for leadership in the department. He did receive a few names and he brings one person, the reason he only brought one person is because the people that he has talked to was

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

either not interested or is already engaged and cannot be freed up until later this year. He shared that some good, retired folks are working on an LLC contract to provide service, this is what they do. He added that this is not a process that we typically fly publicly, we could if we wanted to but this is one of those things where we have done word of mouth. He added that we brought in Chief Carr twice who did excellent work for the District, and our previous Chief Huntley was Interim for a time after one of our other Chiefs had left the department. This isn't something that we have to hold to the same standard as the current Fire Chief job description. This is somebody who is strictly here to come run the show administratively, be that point of contact, the name and face for the District, and give us time to put on a process to hire a new District Fire Chief, also to help stabilize the current environment within the District and the relationships we have both internally and externally, to be part to the budget as well because we are going to need somebody with budgeting expertise to look at all of this and guide us along.

Mr. Brian Bunn joined the meeting via ZOOM but there are technical issues. Chairman Murphy explained that due to a scheduled surgery today Mr. Bunn was unable to make it tonight.

Chairman Murphy called for a recess at 1842.  
Meeting resumed at 1848.

Chairman Murphy shared that we are continuing with item 6, discussion and possible action to appoint Interim Fire Chief. He stated that we are seeking an Interim Fire Chief to get us through this foreseeable future, at least through the end of this year. He asked Mr. Bunn to tell a little about himself.

Mr. Brian Bunn shared that he is married with 3 children, 2 are adults and his youngest is 17 years old. He has 33 years over all in the fire service, from volunteer work, federal agencies, state agencies, and county agencies. He stated that he has a well-rounded resume, and a lot of experience in the last 7 to 8 years in an administrative position with a lot of challenges that have taught him a lot to be a good professional candidate for this situation that you are faced with. Chairman Murphy added that he did reach out to local Chiefs, he shared that he stayed away from Carson and kept it our close neighbors, people that we actually mutual aid with. He shared that he spoke with Chief Moore and after hearing Mr. Bunn's name in conversation and having recommendations from other line staff. He reached out to Mr. Bunn and he was excited for the opportunity to help us out. Mr. Bunn does have history with this department, and has served on our Board and he was a resident when he served.

Chairman Murphy shared that Chief Moore had nothing but good things to say about Mr. Bunn. He has excellent budgeting, and he has built programs from the ground up. We have letters of recommendation from not only Chief Moore but two others, Division Chief Jay Swiak, and Deputy Chief Chris Ketring. He added that he was very impressed with what he has heard from Chief Moore, and speaking with Mr. Bunn, he has a lot of good ideas to get things leveled out and back on track and moving this department forward in preparation for our next permanent Fire Chief. Chairman Murphy added that Mr. Bunn has expressed that he is willing to come in at

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

his current base salary as the Training Captain from Truckee Meadows, with a few other asks to go with that like PERS, benefits, and everything we would afford for the Chief that we have now, in the past or the future with home storage of a vehicle. He stated that one of his concerns is living in the District, and after concern with this item, it would be unreasonable for us to ask an Interim Fire Chief on a temporary short-term assignment to ask him to relocate his family to Fernley. He added that if it was a permanent thing that is something that we would want, but for a temporary assignment he does not think it is necessary. Chairman Murphy stated that Mr. Bunn has offered to pull duty shifts here in town, but he also had some other ideas and plans to make that work better for our District. At this time, he asked Mr. Bunn if there was anything else he would like to add, and Mr. Bunn stated that if any of the Board members had any questions, let's try to navigate that way and if there is more for him to add, he would like to add. Chairman Murphy asked the Board if they had any questions for Mr. Bunn and they did not.

Mr. Bunn shared some of his experience he has traveled the country with the National Management Team for over 17 years, he is a Complex Operation Section Chief currently, and he has retired from that as of last season. He has extensive program development building, management, and budgeting. He added that he has written several agreements and contracts, and has worked as an Agency Administrator for both a fire district in Washoe County for emerging incidents that were threatened both the district and the county. He added that one of his fortes is relationship building, trust, and collaboration. That has been a great success throughout his career. He shared that there are a lot of challenges through word of mouth and what he knows from Fernley, and there is not one of those challenges that he is not confident that he can make better today.

Chairman Murphy asked Mr. Bunn if he is willing to take questions from the public, and he responded yes. Citizen, Mrs. Linda Carr has a question directed to the Board as well. If you enter into this, are you going to have a strict guideline of what his actual job role is, not coming in and rocking the boat completely. She added that she would like things to stay as stable as possible, and that is put into some type of agreement. Mrs. Carr stated that there are some things that are working quite well, there is just some garbage that needs to be taken care of.

Chairman Murphy asked Mr. Bunn what he foresees coming in as our Interim Chief, based on what you know currently, what is your plan over the next few months to stabilize relations and stabilize the budgetary concerns that you have heard tonight during this meeting. Mr. Bunn shared that he has 3 priorities, and this would be a collaborative effort with direction from the Board. Establishing relationships, trust, and communication is both internal and external within the fire department and all of the community partners that are stakeholders within the city. Balancing the budget, he heard it clearly from our financial advisor, not knowing numbers in and numbers out for the last 2 years, is going to be tough. However, we know what we are going to get in the next fiscal year, so we can thread through that, with a plan to have a fantastic budget opportunity for fiscal 2024-25 because we can get grounded with those numbers. Most important to him is a strategic plan, which builds the foundation for the future. Having a

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

strategic plan that was built internally and externally with the stakeholders that really sets the guiding path for the District for the next 20 to 25 years. This really build the plan for the District with internal and external stakeholders to say this is North Lyon County Protection District and this is the direction we are going to go. Chairman Murphy added that we have a strategic plan in place currently, he is asking Mr. Bunn if that is something that he would be building off of.

Mr. Bunn added that he thinks it would be a collaborative effort with the Board to look at what is in there, and what is achievable. He stated that he has not seen it, and did not know that we had one. He added that 5 years is a good average strategic plan, definitely, if things are working and that is the direction that the agency and stakeholders want to move, we adopt it and implement it in the long-term plan. He added that he would be willing to do that in this temporary role.

Mr. Bunn wanted to address something that was said in public comment earlier. He stated that he has been an EMT for 33 years, and an Advanced EMT for the last 26 years. He added that he knows it is not a paramedic, but he does have an extensive EMS background.

Chairman Murphy asked him if he was willing to move to the District for this temporary assignment, and he responded that he is not. He explained that it is not feasible to move, sell the house with current loan costs, especially with his youngest finishing up high school. Chairman Murphy added that it is unreasonable to ask for this temporary assignment.

Director Harry Wheeler made a motion that we consider hiring Captain Brian Bunn as the Interim Chief for North Lyon Fire Protection District.

Director Rodriguez seconded the motion.

Chairman Murphy added one additional piece of discussion. We have a contract, and that is something that we can start with and look at. He asked Director Wheeler if he would be willing to redact his motion so we could go back to the contract, and Director Rodriguez agreed as well. Chairman Murphy stated that this contract is not going to be the final result, we will have to fine-tune this. He shared that Mr. Bunn expressed to him that he was okay with the starting wage that we started the Fire Chief at originally of \$145,000.00. This includes the same benefits that we provide all of our District Members, and it includes contributions to PERS, which is standard. Beyond that, Mr. Bunn has also asked for home storage of a vehicle, which we have one available. He added that there were a few corrections to make with spelling errors and formatting. He stated that we can clean those things up, he doesn't think it is something we have to come back and vote on. Mrs. Miller let Chairman Murphy know that this is not on the agenda, and he added that we are going to have to come back and talk numbers.

Chairman Murphy asked Mr. Bunn when he would have availability in the next week to sit and work on a contract, he responded that he has a few commitments on Tuesday and Wednesday of next week, but he can be available any time after that for the foreseeable future.



**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 the Board if they are okay if we make this vote tonight and massage the contract if that vote passes with Mr. Bunn involved. All Board members discussed and agreed.

Director Wheeler made a motion that we hire Interim Fire Chief, Captain Brian Bunn affective for North Lyon Fire County Protection District.

Director Rodriguez seconded the motion.

Chairman Murphy asked if we want to word in there pending contract resolution, or do we want to set a start date, that way we can get these things done before then because there are things like background to take place before.

Director Wheeler made a motion to consider hiring candidate Captain Brian Bunn for North Lyon Fire County Fire Protection District, pending the contract negotiations.

Director Rodriguez seconded the motion.

Murphy	Aye	McCassie	Absent
Wheeler	Aye		
Rodriguez	Aye		
Toombs	Aye		

Mr. Bunn stated that he acknowledges the Board's vote and he appreciates their confidence in him. There is no doubt in his mind that we are going to be successful and he looks forward to a great relationship.

**7. Discussion and possible action adding and removing personnel and Directors from the District bank accounts\***

Mrs. Kasey Miller shared that there is currently a past director, a current director, a current Fire Chief, and herself on the bank account. She added that we ran into a couple of situations over the past couple of weeks where we needed two signers and we didn't have anyone to sign checks. She spoke with the bank and we need to have recorded Board minutes to remove Mike Callagy from the bank account and add another director. Chairman Murphy asked Mrs. Miller if HR signs checks for payroll, and Mrs. Miller responded that payroll is an auto draft through a payroll company. He asked if any other payments we've delayed making, and Mrs. Miller stated that there were payments to be made but not right now. She added that typically the Chairman and Vice Chair of the Board are on the account, and to get this change done we have to make a motion tonight, that way we can get the draft minutes to the bank and get this done. Chairman Murphy stated that he thinks it would be a good idea to have the Secretary/Treasurer on the account as well. He asked if all members of the Board should be on the account in case of absences or if they want to keep it small. Mrs. Debbie Skinner suggested that those they are looking at putting on the account are currently up for re-election, they might want to look at

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

someone who is not in that category, so they are not repeating this process potentially again in January.

Director Toombs shared that we should get at least two Board members minimum, and he agreed with Mrs. Skinner's comment about rethinking adding someone who will be up for re-election. Chairman Murphy stated that they would remove Mike Callagy and add Director Toombs and himself. He added that since they just appointed Brian Bunn as Interim Fire Chief, he should be added as well.

Director Wheeler made a motion to add Chairman Murphy, Director Toombs, and the Interim Fire Chief, Brian Bunn to the bank account, and remove Mike Callagy. Chairman Murphy asked if we would be removing the previous Chair as well, and Director Wheeler answered, yes, to remove Director McCassie as well.

Chairman Murphy stated that we have a motion to remove Dan McCassie and Mike Callagy from the bank account, and we are going to add Mike Toombs, Paul Murphy, and Brian Bunn as the Interim Fire Chief to the account of signers.

Director Toombs seconded the motion.

The motion carries as follows: 4-0-1

Murphy	Aye	McCassie	Absent
Wheeler	Aye		
Rodriguez	Aye		
Toombs	Aye		

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

Director Rodriguez shared that he is the owner of the local radio station and they are hosting their 2<sup>nd</sup> annual East Egg Hunt this Saturday, rain or shine, 12 p.m.-3 p.m. He added that the full schedule is on his website, [biggestlittleradio.com](http://biggestlittleradio.com). It has been shared on many group pages around the community. He stated that he has gotten a lot of support, and wanted to thank the fire department, as well as our Cadets, firemen, and Local Union Members who showed up to stuff the eggs. He shared that they stuffed close to 18,000 eggs.

Director Toombs stated that his oath was administered on February 8, 2024, and he wanted to thank the Board and staff for their hospitality welcoming him on board and not giving him a honeymoon period to gradually ease into this. He added that he is truly honored to be part of this governing Board, and he looks forward to many years to come.

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

Chairman Murphy shared that we sat back down with the Union and things are going well. They have made their way through a lot of the big hold up items that they were experiencing over the past year, so we are hoping to have that done before the end of April. He added that Collective Bargaining should have been completed by April 1, 2024. It typically opens February 1, and ends April 1. We are behind the ball, but we will get it done. Chairman Murphy shared that we received a \$500.00 gift card donation from Kinder Morgan. He shared that they were helping with the gas leak over on Fremont Street.

Staff- None.

Volunteers- None

Local 4547, President Joe Mendoza wanted to thank the Board for engaging and starting communications and desiring to develop a good relationship with the membership here. He added that it is noted, and everybody is appreciative. He shared that Black Bear Diner has teamed up with the Local to attempt to raise money for the Northern Nevada Children's Cancer Foundation, and they have provided a special menu. All of their members will be out serving, and taking orders to everyone that visits Black Bear that evening. He stated that last year we raised a couple thousand dollars, and the organization that we have been working with has been appreciative and helpful. The money stays local, and we have a local child who has benefitted from these events that we put on through the Northern Nevada Children's Cancer Foundation. It will be held on April 24<sup>th</sup> from 5 p.m.-9 p.m.

Chairman Murphy added that our last regular meeting, there were a lot of emotions and tensions. He wanted to let the public know that service delivery has not been interrupted by this transition, this department is no weaker due to not having a Fire Chief. These guys that respond to your house are still providing the same excellent service that they have always done. He added that there were a few comments made by city officials that were inappropriate, and they have no right to come into our meeting and tell us that we are not providing good service because we are. We will cover that base with leadership, it is our sites, and we just made that decision appointing an Interim. We are planning on moving forward to get this place restabilized, pour a new foundation for the future and come back better than before.

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

Public Citizen Sherry Cathel, with Fernley Music Boosters and Lions Club, is asking to do a pancake breakfast on May 4<sup>th</sup> from 8 a.m.-11 a.m., for the Fernley Music Boosters, Color Guard in particular. For the Lions Club, they would like to do it on May 18<sup>th</sup> 8 a.m.-11 a.m.

Chairman Murphy stated that they will consider and add it to the agenda for discussion and action for the April 11<sup>th</sup> meeting.

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

Public Citizen, Mrs. Debbie Skinner thanked the Board for doing the S.O.P. Workshop, we have anticipated doing a second one. She shared that it was productive and positive.

**10. Adjournment\***

Chairman Murphy adjourned the meeting at 1923.

**NOTE(s):    All items indicated by an asterisk (“\*”) were Action Items. A complete and detailed record of this meeting was recorded on Micro SD Recorder March 27, 2024**

Respectfully Submitted by:

Shannon Moffett, Administrative Assistant North Lyon County Fire Protection District	<u>May 23, 2024</u> Date
---	-----------------------------

Approval of Minutes  
March 27, 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	<u>May 23, 2024</u> 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 of Budget Workshop

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

April 10, 2024

**1. Call to Order**

The meeting was called to order at 1800.

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

Mrs. Becky Howlett shared that Mr. Louie Diaz was voted in as a volunteer.

**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 Workshop Agenda**

Director Wheeler made a motion to approve the CONSENT AGENDA.

Director Toombs seconded the motion.

The motion carries as follows: 3-0-2

Murphy	Aye	McCassie	Absent
Wheeler	Aye	Rodriguez	Absent
Toombs	Aye		

**4. WORKSHOP: FY2024-2025 Budget, not to exceed 2 hours**

Chairman Murphy shared that Accountant, David Silva is present to help out with this and answer any questions. He added that the tentative budget is due on Monday. It doesn't have to

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

be the final product as discussed. He thinks that at this time with the uncertainty of this current fiscal year budget, it might be wise to roll the current budget for FY2023-24 as our tentative budget for FY2024-25 and work from there. Chairman Murphy asked the Board if they had any comment and they all replied no. Mr. Silva confirmed that it is the right thing to do at this time.

Chairman Murphy stated that they are currently working on getting staffing numbers for salaries, and that tends to be our big item. We have had a lot of needs that have been talked about like apparatus repair and maintenance things, and station-related items. He shared that until we have a better grasp on numbers going ahead, we wait until Kasey gets back from vacation because she has a lot of that information for us, and we can start to figure out what that is going to look like for next year. He added that we don't have much right now to do much meaningful work on this unless anyone else has a different opinion. Chairman Murphy stated that the tentative budget can go in as is and we do not need to make a vote tonight. He shared that he will be working with Mr. Silva to get it done and submit it to the state by Monday.

Director joined the meeting at 1807.

Chairman Murphy asked the Board if they'd like to go over a few things to get an idea of where they are with the current Fiscal Year, and Director Toombs said he would like that.

Chairman Murphy explained to get an idea of where we are going to be at that he took the current 2023-24 fiscal year and leveled across the whole budget, where we are at currently, and what that percentage looks like. He added that there are a lot of disparities and that is what is making it so difficult to find out where we are really at. He shared that if everything holds steady and we are good about how we spend our money for the next couple of months, we will have to be strict with approvals on spending. He stated that they just approved the riser repair, and he doesn't foresee anything else at this time for this year. He stated that in the worst-case scenario, with everything as is, we should end up with about \$12,000.00 left over. He stated that we do have an obligation, and he has projected EMS billing with what we have gotten already, and he has added another quarter to that. For ambulance revenues, we expect \$2.572 million in EMS billing received, and we have only received \$971,000.00, which leaves us missing out on \$1.6 million in EMS. Chairman Murphy added that they do account for some of this to be bad debt and we don't expect 100% of what we send out. He stated that if they cut that across the board and expect another quarter's worth of earnings if they hold steady on EMS billing, they should land at \$1.2 million, which is still going to be shy of the \$2.5 million projected revenues on EMS billing, which is less than half of what we said we were going to get.

Chairman Murphy shared that the Fire Budget is currently sitting at \$875,000.00 paid so far, year to date. He stated that we budgeted \$1.475 million, which leaves us with about \$600,000.00 and he added that we are undershooting on this, and we should come up with no problem. He shared that he's holding a lot of the expenses steady at the projected rate, and he doesn't think we are going to overshoot on many of them, there are already some that overshoot but they even out with other items in the expenditure columns between both fire and EMS Funds. Chairman Murphy

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

**195 East Main Street**

**Fernley, Nevada 89408**

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

stated that with revenue, they are just going to expect what they are going to expect. He added that they have about \$650,000.00 in GEMT money, and the Ad Valorem C tax is set, and we get what we get. He added that we over-anticipated revenues on our contracts and other income, and we are vastly under on grants, inspections, and HAZMAT permits. He shared that he has set this up to where we aren't going to make any more money, the worst case is we will pay out what we projected to pay out and we are going to be okay. The best-case scenario that he figured was that he took what was current and we should end with about \$210,000.00, which we would want to carry forward as an ending fund balance to pay bills for the beginning of the next fiscal year. He explained that if you take Fire Revenue Expenditures, we are at \$963,000.00, and we are in the hole with EMS \$753,000.00, and that evens out to \$210,000.00. We will still end based on projections, okay, and we will carry that balance forward. It is state law to carry 8% to pay bills for the beginning of next fiscal year.

Accountant David Silva asked Chairman Murphy about the ambulance fund. He stated they had spoken about Capital Outlay, and he sees an amount of \$185,000.00. He asked if he knew what that was, and he responded that he did not know what that was. Chairman Murphy added that they did have an acquisition fund before. We did have an Acquisitions Fund before, we used to have three separate, it would be Fire, EMS, and Acquisitions. He shared that it has been brought to his attention that that is probably being pushed into one of these two budgets and he thinks it's the fire, but he doesn't know. He stated that they have no other material to work off of at this point.

Mr. David Silva added that in the Acquisition Fund for the current year, there was \$228,000.00 budgeted for Capital Outlay, and he thinks that the \$185,000.00 is a big chunk of that.

Chairman Murphy stated that we do not have more numbers at this time for this current fiscal year. The best way to go forward is once Mrs. Kasey Miller gets back we can get into the actual expenses. We have the anticipated revenues from the Department of Taxation and we will be at about \$3,051,000.00 in Ad Valorem Revenue. He believes that that includes a small portion of C-tax. Mr. Silva added that he thinks that is only Ad Valorem.

Chairman Murphy shared that this last year we got \$234,000.00. Chairman Murphy shared that this is more money that we have received Ad Valorem this current fiscal year by a couple hundred thousand dollars, and that will be very helpful with salary increases and what not.

Some positives to look forward to are that we are currently paying a Fire Chief and we will be paying an Interim Fire Chief with the money that was set aside for the Assistant Fire Chief position, was the assumption that that was budgeted for. He added that he doesn't see a lot of money at this point for project work. He explained that he thinks it is safe to keep it where it is and spend the best that we can. We will have a better idea of where that is all going to land once we are all sitting down together and having these discussions with all of the information in front of us. Unfortunately, we do not have that information right now.

Director Wheeler asked if Mr. Silva was going to have anything else for the Board, and Chairman Murphy responded that we don't have the information we need to start on the budget, other than pushing the tentative forward. He stated that the next deadline is May 15th. Mr.

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

David Silva stated that the filing date is June 1. Chairman Murphy added that we will need to have regular budget hearings from now until then.

Mr. David Silve stated that we will need to get the tentative filed by Monday, and his feeling is that it will be a fair amount of work but has to be done between the tentative and filing the final on June 1. Chairman Murphy added that he doesn't think that he will physically have to come out to be present for these meetings, we can probably do something with ZOOM and sit down with those workshops.

Chairman Murphy stated that no decision needs to be made as far as not taking action on anything. This is just a discussion workshop; we don't have the numbers we need to make anything happen. If we are okay moving forward with filing a tentative, rolling over the current year's budget in 2024-25 then that is what we will do. He stated that the next workshop meeting will plan to have after Kasey has returned so we can have more meaningful conversations.

Director Toombs stated that he has a couple of things but will have to wait for Kasey to return to answer some questions.

Local 4547, President Joe Mendoza stated that considering this is a workshop, asked about moving forward with the tentative, and sending it in, shouldn't the Board make a vote. Chairman Murphy stated that it is tentative, and it is not locked in the budget, it is meeting deadlines. Mr. Mendoza just wanted to make sure that it is being done correctly. Mrs. Debbie Skinner added that she thinks it is supposed to be on the regular agenda for tomorrow to approve the tentative budget to submit it. Chairman Murphy shared that we were told that we don't have to vote on a tentative, that a tentative can be pushed forward through District Staff, but the final needs to be approved by the Board. He added that was the advice we were given, and Mr. Silva stated that was his understanding too.

All Board members discussed the next meeting, possibly for next week. Mr. Silva commented that with Kasey returning from vacation, she will most likely have a lot of work waiting for her. It might be best to schedule something for the week after. All Board members discussed and agreed to have the next workshop meeting on April 25, 2024, not to exceed 2 hours at 6 p.m. Chairman Murphy stated that we can probably do one a week, and he can get the bulk of it done if not all of it done. He asked if there were any other comments from anyone regarding the budget, and there was not.



**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 1823.

**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 April 10, 2024**

Respectfully Submitted by:

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

May 23, 2024  
 Date

Approval of Minutes  
 April 10, 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

May 23, 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

April 11, 2024

**1. Call to Order**

The meeting was called to order at 1800.

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

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

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

Dana Uhlhorn, with Fernley Aces, wanted to honor a gentleman that donated a considerable amount of money to have a beautiful mural painted on the east wall. He brought a plaque to present and show appreciation from the Aces for Mr. Joe Mendoza with Tech City Electric. He added that any future murals that we do on public buildings will have the same sort of plaque.

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

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

**3b. Review and approval Board Minutes**

**3c. Review of Summary Reports**

Director Wheeler made a motion to approve the CONSENT AGENDA.

Director Rodriguez seconded the motion.

The motion carries as follows: 5-0-0

Murphy	Aye
McCassie	Aye
Wheeler	Aye
Rodriguez	Aye
Toombs	Aye

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

**4. Discussion and possible action regarding Revenue and Expenditures\***

Director Rodrigues made a motion regarding Revenue and Expenditures to be approved.

Director Wheeler seconded the motion.

The motion carries as follows: 5-0-0

Murphy	Aye
McCassie	Aye
Wheeler	Aye
Rodriguez	Aye
Toombs	Aye

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

Chairman Murphy stated that he reached out to Sherry, and she has withdrawn her request to use the station for the pancake breakfasts.

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

Chairman Murphy shared that Director Wheeler and himself met with Interim Chief Bunn last week. They combed through the base budget that we started with and made a lot of good changes. He wanted to comment that Mr. Bunn wanted to mirror what everyone else was getting as far as benefits and whatnot. He included that he thought that was a big gesture from him. We sent this to Attorney Nick Crosby, our new General Council, and he sent it back with just a couple of spelling and grammar errors, and a couple of things were taken out that just didn't read well. He stated that it sounded like legal liked what they saw and there was nothing big for us to change.

Director Toombs stated that he has a question regarding section L. Annual Leave, paragraph 2. EMPLOYEE will be advanced 218.4 hours of prorated Annual leave at the start of employment (8.4 hours per pay period multiplied by 26 pay periods equals 218.4 hours total) He stated that this is an Interim position and not a full-time position. If we prorate 218.4 hours in annual leave, and this is a 3- or 4-month contract, at the end of that employee has accrued an entire year's worth of leave. Chairman Murphy explained that we would be prorating that, and the language is in there to prorate that amount so that if in 6 months we find a Chief. We would allow the cashout option for that prorated amount of time served. The reason that we went the route of front loading it was that there were a few things that Mr. Bunn had planned before this whole thing, and he has some things coming up that he wanted to take leave. We decided that he would earn it either way, we would frontload him, and we would prorate it based on his service, that way we are not paying out time that he didn't work for. Director McCassie asked if that is standard practice, and he responded not to his knowledge, but they have every ability to do what

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

**195 East Main Street**

**Fernley, Nevada 89408**

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

we would like with this contract. Regarding Section 2. Base Salary, Director McCassie asked if the \$150,000.00 per year includes benefits, and Chairman Murphy stated that it was base salary and benefits would come on top of that. He asked if we have numbers for that, and Chairman Murphy added that we were going to hire an Assistant Chief, we already had that budgeted, and this covers that cost. He stated that Mr. Bunn made some concessions that would put him under that previous position that was funded. Director McCassie asked if there were actual calculations for what it is going to cost us for that year of \$150,000.00, and he added that he would like to see those numbers. Chairman Murphy explained that \$150,000.00 for PERS, Medicare that we all pay into, and those two together is roughly 53.5%, and that comes out to \$229,500.00. That is PERS contributions, Medicare, base salary, and he added that he would have to get with Mrs. Kasey Miller to get the insurance number. This doesn't include insurance it is just base salary. He added that he goes back to when we were looking for an Assistant Fire Chief, this money was budgeted in all those areas and he's confident that we will be able to make this work but still under what we were going to pay the Assistant Chief.

Section 3G, The DISTRICT shall not require the EMPLOYEE to reside within the DISTRICT boundaries. Director McCassie asked if that was going to be a standard now. Chairman Murphy explained that this is an Interim position and it's very unreasonable to ask a temporary employ to relocate their entire family into Fernley. He asked if we hire full-time, is that going to be required for the Chief to live in the district, and Chairman Murphy thinks it's beneficial to have the Chief living in the district. Director McCassie stated that we learned a valuable lesson before with a handshake, and that person sold their house and moved even further away. Chairman Murphy added that this is temporary for now.

Next, J3, Medical Examination- The physician who conducts the medical examination shall report to the Human Resources Director whether the EMPLOYEE is fit for duty. He asked if that is standard for all employees. Chairman Murphy responded that it is, and to his knowledge we use ARC. When they do the physical, bring the motorhome out, we all run through it, and when they're done, they certify it, and the doctor signs it, and they provide that into the personnel file. It is certified by a physician, and it is given to the district. Director Rodriguez asked if we have received that in regards to Mr. Bunn, and Chairman Murphy spoke to Mr. Crosby and there is no issue as long as Truckee Meadows releases his background and medical, and it is okay to do this. He has just completed this with Truckee Meadows, so this is a savings to us. He will still have to do the background and medical. Director McCassie stated that HR was not here to answer that question, but he is asking if we do it now.

J1.-Medical Examination #1 EMPLOYEE shall be required to have a complete medical examination conducted each calendar year as prescribed, and Chairman Murphy answered that all employees have to. It is tied into heart and lung, they have to have that annually. He also explained that sick mirrors the same as annual leave, it is a front load and it's still prorated, and if Mr. Bunn leaves one month after he starts, we are just going to pay him out 11 months, just that one month if he didn't use it. He added that this is a very low-risk, to almost no-risk contract for the District. Coming into this, that is what he was hoping to do. If we want to go look for

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

another Chief, that is something that we can do. If we want to retain Mr. Bunn, we can do that. If things don't work out, we have built-in 3-month reviews, if we don't like the direction, we can give him feedback, adjust the direction we are going, and we can just keep doing that. There is a constant evaluation period. Director McCassie stated that he liked that, especially for an Interim Chief.

Chairman Murphy asked if there was any more discussion, and everyone responded no. He stated that he was going to prompt this, and we will entertain a motion. The motion would be to accept this, but if we do not want to accept this, it would put us back to the negotiating table and we would have to bring it back to the Board for a second pass.

Director Toombs made a motion to accept the contract to approve the Interim Fire Chiefs Employment Contract.

Director Rodriguez seconded the motion.

The motion reads as follows: 4-1-0

Murphy	Aye	McCassie	Nay
Wheeler	Aye		
Rodriguez	Aye		
Toombs	Aye		

Director McCassie added that it is only because of the dollar amount. Chairman Murphy explained that it is a bullet that we have to bite either way. It was budgeted for an Assistant Chief, and that is going to eat part of that cost only for another 2 ½ months, we will be into the next fiscal year, and that will absorb the cost of the Fire Chief's salary. It is a lot of money, but we have to make it work. We needed leadership and that is the direction that we are going.

### **7. Discussion regarding Station 63**

Chairman Murphy stated that there was some concern about the details of Station 63. It was sold to us originally as a Board, we were told that this would be the district's station. The city was working with Mark IV to make this happen and would be under the ownership of the department. We found out later that is not the case, the city is going to own this building and they are going to lease/rent/sell this to us for one dollar, but it is arbitrary. Chairman Murphy explained that it did raise concern with some of the Board members and that is why it is on the agenda. Director Toombs added that anything that might have been said months ago was speculation at that point, as that process continued between the developer and City Hall, getting to the draft development agreement. Yes, there could have been changes in what was agreed upon 1 ½ years ago, and what got resolved for that development agreement to get through the city council.

Mayor Neal McIntyre, City of Fernley commented that discussing having the city own the firehouse and renting it back to North Lyon County Fire District is that the city is trying to close all of the islands that the county owns that should be owned by the city. He stated that the

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

misconception is that the City of Fernley wants to take over the fire department. He commented that the City of Fernley wants nothing more than to see the North Lyon County Fire District succeed. Director Toombs stated that throughout the years since the city was incorporated, some pockets or islands were not under the city, so they are still considered county, and not part of the City of Fernley. He explained that when you look at tax revenue it gets paid in for those parcels, and some of those islands were in that large purchase that Mark IV did. He added that there were 5 potential sites that they were looking at, and the preferred site has some easement issues, but there are some challenges to getting to that preferred site. Director Toombs stated that he is comfortable with the mayor's comments and where the city will end up landing on this decision once we get to that point down the road regarding the fire station. Director Rodriguez confirmed with the mayor that he did say one dollar, and the mayor responded that that is what is going to be proposed. For how many years, he does not know, he stated that it was said 5 years, 10 years, and that is still to be determined. He shared that he was directed by council to state that the City of Fernley wants nothing more than to see this fire district succeed.

Chairman Murphy stated that this is a good opportunity for the department, especially if we can limit the strings going forward with this. He added that if we are being realistic about it, we are barely staffing two stations. We know we are topped out on tax, and we are squeezing every mechanism we can to bring more revenue into this department. He added that that is a pretty big financial burden to staff and equip that station. That is something we will have to look towards grants to make that happen if possible. The station is great, but if you can't put things in it, it is just a building. Mayor Neal McIntyre stated that it is not going to be ready tomorrow, and he's thinking of the fire district going after grants, even having the city help. He added that you won't need to staff that building with equipment tomorrow. He stated that there is nothing like time to prepare now for when it does happen. Director Toombs added that he is assuming that at some point in the development, there is something that will trigger that station. He explained that that could be a year or two away from that trigger point, and we are still two years away from seeing the ribbon cutting. As the mayor said, we are not looking at next year's budget to staff that fire station. Mayor McIntyre stated that it all depends on how the building goes and everything gets approved, and signed off, and they have so much time to have the building 80%. After the second build, everything has to be 100% of the shell done. He added that we do have time.

Chairman Murphy stated that if that is the plan, we should start thinking about it now, we are looking at a least one million dollars for a new engine, and a new ambulance is \$200,000.00, and probably more now. He added that we can get them on grants if we are fortunate to be awarded a grant. Mayor Neal McIntyre stated that those grants need to start being looked at now.

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

Chairman Murphy stated that we did have a Budget Workshop yesterday, it went very quickly because there wasn't much to talk about, other than we are going to roll our current year budget

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

as our tentative for this coming fiscal year. We will start to work on getting those numbers dialed in, and we have already set a date for Thursday, April 25th at 6 p.m., not to exceed 2 hours. By that time we will be able to look at more numbers and have a better idea of what's going on.

Chairman Murphy shared that we had an S.O.P. Workshop on March 23rd. He stated that we got about halfway through the S.O.P's and we have TA'd about half of them. He explained that we have tasked ourselves to come back with some drafts of new Board S.O.P's. All Board members discussed and agreed to have the next S.O.P. Workshop on Thursday, May 2nd at 6 p.m., not to exceed 2 hours.

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

Director Wheeler wanted to thank Mayor McIntyre for his input.

Director Rodriguez wanted to thank everyone that showed up for the 2nd Annual Easter Egg Hunt that took place on Saturday, March 30th. He added that he appreciated the mayors attendance, despite the weather which was rainy. It was a very successful and very well attended Easter Egg Hunt, and he wanted to thank everyone that showed up to help and being a part of it. He stated that they had over 18,000 stuffed eggs. He thanked the city for sponsoring the park.

Chairman Murphy shared that we are near completion of Union Negotiations for Contract Cycles 2023-24 and 2024-25. We have 2 articles remaining to be TA'd, and they are monetary items. Once we have an idea of what our budget looks like, we can sit down again and get that finished. He explained that we open on February 1, and should be completed with your negotiations per NRS288, by April 1. The Union and the District have mutually agreed to extend to get this done, and we are almost there. The next negotiation meeting will be held on the 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>. He shared that we should have our numbers by then or close to.

Interim Chief Bunn wanted to thank the Board for the opportunity, and he is excited to get busy on Monday. He is looking forward to some positive change and good leadership and making this a highly functioning organization.

Staff- None.

Volunteers- Mrs. Becki Howlett shared that Louie Diaz has joined the Volunteers.

Local 4547, Bill Snyder shared that they have their fundraiser coming up in 13 days, for the Northern Nevada Childrens Cancer Foundation. He added that his fingers still hurt from helping stuff the easter eggs. He shared that they had a representative come out from Catherine Cortez Masto's office last Friday, they were supposed to meet with us on Monday but tragically passed

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

away in Reno in a car accident. They have ties to Fernley and were going to talk about infrastructure needs for the Union. Last, he thanked Chief Bunn for coming in to help us out.

Director Rodriguez asked if he would email the radio station a flyer for the Black Bear Dinner coming up, so he can make sure that he can send it out to all of his staff.

City of Fernley, Mayor McIntyre shared that we lost our Associate Engineer, who is his grandson. He is now the Director of Development for Lyon County, which is a big move for him. He added that he did a great job for Fernley. He shared that they also had their City Engineer, Derek Starky resign, and he is going to work for Reno-Tahoe Industrial Center and he is going to be their new GID Director. He stated that they are currently looking for an Associate Engineer as well as a City Engineer. He shared that every seat at City Hall was full and that was the first time every seat was full. He added that the Development Agreement with Mark IV passed, and we just had our Tentative Budget Hearing, and it went well. Our next one will be in May, when the city is adding 4 new positions, one will be a director who will do nothing but water and sewer. He shared that it is a \$27 million job, with just those two departments, whereas right now the Public Works Director, Berry Williams has 10 departments. It is really hard to concentrate on 10 departments, let alone two of the most important assets that the city has and that is the wastewater treatment and water treatment plant, so we are adding a director there. Mr. McIntyre stated that they are going to be adding an Associate Planner, and another position. There is only one full-time animal control person, and she is busy 24/7, so we hired a part-time person. Two people just can't handle it, and considering the budget passes in May, we will be hiring another animal control person.

**10. 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.

**11. Adjournment\***

Chairman Murphy adjourned at 1840.



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

**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 April 11, 2024

Respectfully Submitted by:

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

May 23, 2024  
Date

Approval of Minutes  
April 11, 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

May 23, 2024  
Date

**NLCFPD**

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Fire 2024  
From 7/1/2023 Through 4/30/2024

	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)
<b>Total Taxes</b>	<b>2,942,031.00</b>	<b>2,902,850.03</b>	<b>(39,180.97)</b>
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	130,558.90	(29,441.10)
Operational Permits	20,000.00	8,120.00	(11,880.00)
Cost Recovery	0.00	1,890.09	1,890.09
Ambulance Fees	0.00	18,144.90	18,144.90
GEMT Ambulance	0.00	0.00	0.00
Ambulance Subscription	0.00	0.00	0.00
Miscellaneous Revenue	35,000.00	80,024.91	45,024.91
Other	0.00	0.00	0.00
<b>Total Other Revenue</b>	<b>1,545,000.00</b>	<b>425,723.36</b>	<b>(1,119,276.64)</b>
<b>Total REVENUES</b>	<b>4,487,031.00</b>	<b>3,328,573.39</b>	<b>(1,158,457.61)</b>
<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	10,578.73	11,421.27
<b>Total Personnel Expenses</b>	<b>3,354,392.00</b>	<b>2,465,674.09</b>	<b>888,717.91</b>
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	128,611.67	(37,611.67)
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
<b>Total Office Operating Expenses</b>	<b>239,500.00</b>	<b>253,535.80</b>	<b>(14,035.80)</b>
Personnel Operating Expenses			

NLCFPD

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Fire 2024  
From 7/1/2023 Through 4/30/2024

	Current Period Budget - 2024Original	Current Year Actual	Total Budget Variance - 2024Original
Training	17,000.00	2,719.00	14,281.00
Recruitment and Retention	9,500.00	0.00	9,500.00
Safety Equipment	5,000.00	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	3,143,662.04	1,344,229.96
REVENUES IN EXCESS OF EXPENDITURES	(861.00)	184,911.35	185,772.35

**NLCFPD**

Statement of Revenues and Expenditures - Revenues Expenditures VS Budget - Ambulance 2024  
From 7/1/2023 Through 4/30/2024

	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	1,175,051.04	(824,948.96)
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	<u>2,572,000.00</u>	<u>1,837,153.48</u>	<u>(734,846.52)</u>
<b>Total REVENUES</b>	<u>2,572,000.00</u>	<u>1,837,153.48</u>	<u>(734,846.52)</u>
<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	<u>2,279,119.00</u>	<u>1,692,512.11</u>	<u>586,606.89</u>
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	<u>1,000.00</u>	<u>67,144.76</u>	<u>(66,144.76)</u>
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	<u>16,500.00</u>	<u>(7,330.67)</u>	<u>23,830.67</u>
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	<u>82,000.00</u>	<u>59,088.87</u>	<u>22,911.13</u>
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 4/30/2024

	Current Period Budget - 2024Original	Current Year Actual	Total Budget Variance - 2024Original
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total Equipment Supplies Operating Expenses	88,000.00	88,469.67	(469.67)
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	5,000.00	19,017.54	(14,017.54)
Total Station Operating Expenses	<u>28,000.00</u>	<u>25,967.50</u>	<u>2,032.50</u>
Other Non Operating Expenses			
Capital Outlay	0.00	185,011.00	(185,011.00)
Depreciation	121,000.00	0.00	121,000.00
Debt Payments	0.00	100,000.00	(100,000.00)
Total Other Non Operating Expenses	<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	 (43,619.00)	 (373,709.76)	 (330,090.76)

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/25	
	ACTUAL PRIOR YEAR ENDING 06/30/23	ESTIMATED CURRENT YEAR ENDING 06/30/24	TENTATIVE APPROVED	FINAL APPROVED
<b>PROPERTY TAXES</b>				
Ad Valorem	1,996,240	2,698,864	3,051,171	3,048,223
<b>INTERGOVERNMENTAL</b>				
State - CTX	228,546	243,167	244,746	244,746
Federal/State grants	-	-	-	-
	228,546	243,167	244,746	244,746
<b>CHARGES FOR SERVICES</b>				
Mutual Aid / Cost recovery	784,046	551,890	550,000	370,000
Contract revenues	442,327	169,264	169,300	-
Inspection fees and permits	31,365	24,060	23,900	21,000
Fire and safety reviews	144,631	121,669	110,700	120,000
	1,402,369	866,883	853,900	511,000
<b>MISCELLANEOUS</b>				
Other	122,094	80,025	51,000	10,000
	122,094	80,025	51,000	10,000
<b>SUBTOTAL REVENUE ALL SOURCES</b>	<b>3,749,249</b>	<b>3,888,939</b>	<b>4,200,817</b>	<b>3,813,969</b>
<b>OTHER FINANCING SOURCES</b>				
Transfers In (Schedule T)				
Proceeds of Long-term Debt	-	-	-	-
Other				
<b>SUBTOTAL OTHER FINANCING SOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>BEGINNING FUND BALANCE</b>	<b>399,762</b>	<b>368,889</b>	<b>401,720</b>	<b>366,613</b>
Prior Period Adjustments				
Residual Equity Transfers				
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>399,762</b>	<b>368,889</b>	<b>401,720</b>	<b>366,613</b>
<b>TOTAL AVAILABLE RESOURCES</b>	<b>4,149,011</b>	<b>4,257,828</b>	<b>4,602,537</b>	<b>4,180,582</b>

**NORTH LYON FIRE PROTECTION DISTRICT**  
(Local Government)

**SCHEDULE B - GENERAL FUND**

5/23/24



EXPENDITURES BY FUNCTION AND ACTIVITY	(1) ACTUAL PRIOR YEAR ENDING 06/30/23	(2) ESTIMATED CURRENT YEAR ENDING 06/30/24	(3) (4) BUDGET YEAR ENDING 06/30/25	
			TENTATIVE APPROVED	FINAL APPROVED
PAGE FUNCTION SUMMARY				
General Government				
Judicial				
9 Public Safety	3,430,122	3,477,215	4,073,900	3,354,000
Public Works				
Sanitation				
Health				
Welfare				
Culture and Recreation				
Community Support				
Debt Service				
Intergovernmental Expenditures				
TOTAL EXPENDITURES - ALL FUNCTIONS	3,430,122	3,477,215	4,073,900	3,354,000
OTHER USES:				
CONTINGENCY (Not to exceed 3% of Total Expenditures all Functions)				
Transfers Out (Schedule T)				
11 Acquisition Fund	350,000	240,000	188,000	206,000
12 Ambulance Fund	-	174,000	-	440,000
TOTAL EXPENDITURES AND OTHER USES	3,780,122	3,891,215	4,269,900	4,000,000
ENDING FUND BALANCE:	368,889	366,613	342,637	180,582
TOTAL GENERAL FUND COMMITMENTS AND FUND BALANCE	4,149,011	4,257,828	4,602,537	4,180,582

**NORTH LYON FIRE PROTECTION DISTRICT**  
(Local Government)

**SCHEDULE B - GENERAL FUND**

**SCHEDULE B SUMMARY - EXPENDITURES, OTHER USES AND FUND BALANCE**

5/23/24



REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/25	
	ACTUAL PRIOR YEAR ENDING 06/30/23	ESTIMATED CURRENT YEAR ENDING 06/30/24	TENTATIVE APPROVED	FINAL APPROVED
MISCELLANEOUS REVENUES	-	-	-	-
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)	350,000	240,000	186,000	206,000
Medium-Term Financing				
BEGINNING FUND BALANCE	79,182	68,455	276,696	102,696
Prior Period Adjustment(s)	-	-	-	-
Residual Equity Transfers	-	-	-	-
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>79,182</b>	<b>68,455</b>	<b>276,696</b>	<b>102,696</b>
<b>TOTAL RESOURCES</b>	<b>429,182</b>	<b>308,455</b>	<b>462,696</b>	<b>308,696</b>
<b>EXPENDITURES</b>				
Public Safety - Fire:				
Capital outlay	174,969	20,000	-	20,000
Debt Service:				
Principal	148,134	153,200	159,259	159,259
Interest	37,624	32,559	26,499	26,499
Subtotal	360,727	205,759	185,758	205,758
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
<b>ENDING FUND BALANCE</b>	<b>68,455</b>	<b>102,696</b>	<b>276,938</b>	<b>102,938</b>
<b>TOTAL COMMITMENTS &amp; FUND BALANCE</b>	<b>429,182</b>	<b>308,455</b>	<b>462,696</b>	<b>308,696</b>

**NORTH LYON FIRE PROTECTION DISTRICT**  
(Local Government)

ACQUISITION FUND  
(Capital Projects Fund)

*5/23/24*

PROPRIETARY FUND	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/25	
	ACTUAL PRIOR YEAR ENDING 06/30/23	ESTIMATED CURRENT YEAR ENDING 06/30/24	TENTATIVE APPROVED	FINAL APPROVED
<b>OPERATING REVENUE</b>				
Ambulance Fees, net of bad debts	1,600,492	1,358,780	1,200,200	1,208,000
<b>OPERATING EXPENSE</b>				
Salaries and wages	1,173,048	1,001,825	913,500	1,073,022
Employee benefits	1,295,325	889,199	712,200	1,013,011
Services and supplies	487,583	248,555	215,500	334,900
Depreciation	121,575	122,000	122,000	122,000
<b>Total Operating Expense</b>	<b>3,077,531</b>	<b>2,261,579</b>	<b>1,963,200</b>	<b>2,542,933</b>
<b>Operating Income or (Loss)</b>	<b>(1,477,039)</b>	<b>(902,799)</b>	<b>(763,000)</b>	<b>(1,334,933)</b>
<b>NONOPERATING REVENUES</b>				
Miscellaneous	15,108	3,496	11,300	-
GEMT	-	650,577	650,500	800,000
Grants	5,800	-	-	-
<b>Total Nonoperating Revenues</b>	<b>20,908</b>	<b>654,073</b>	<b>661,800</b>	<b>800,000</b>
<b>NONOPERATING EXPENSES</b>				
<b>Net Income before Operating Transfers</b>	<b>(1,456,131)</b>	<b>(248,726)</b>	<b>(101,200)</b>	<b>(534,933)</b>
<b>Transfers (Schedule T)</b>				
In	-	174,000	-	440,000
Out	-	-	-	-
<b>Net Operating Transfers</b>	<b>-</b>	<b>174,000</b>	<b>-</b>	<b>440,000</b>
<b>CHANGE IN NET POSITION</b>	<b>(1,456,131)</b>	<b>(74,726)</b>	<b>(101,200)</b>	<b>(94,933)</b>

**NORTH LYON FIRE PROTECTION DISTRICT**  
(Local Government)

**SCHEDULE F-1 REVENUES, EXPENSES AND NET POSITION**

**AMBULANCE FUND**

<u>PROPRIETARY FUND</u>	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/25	
	ACTUAL PRIOR YEAR ENDING 06/30/23	ESTIMATED CURRENT YEAR ENDING 06/30/24	TENTATIVE APPROVED	FINAL APPROVED
<b>A. CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Net ambulance fees, GEMT, misc.	1,832,304	1,862,033	1,862,000	2,008,000
Personnel costs	(2,024,917)	(1,625,687)	(1,625,700)	(2,086,033)
Services and supplies	(448,514)	(197,446)	(215,500)	(334,900)
Grant revenues	5,800	-	-	-
a. Net cash provided by (or used for) operating activities	(635,327)	38,900	20,800	(412,933)
<b>B. CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
Transfers from General Fund	-	174,000	-	440,000
b. Net cash provided by (or used for) noncapital financing activities	-	174,000	-	440,000
<b>C. CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Purchase of equipment		(285,011)	-	
Grant revenues			-	
c. Net cash provided by (or used for) capital and related financing activities	-	(285,011)	-	-
<b>D. CASH FLOWS FROM INVESTING ACTIVITIES:</b>				
d. Net cash provided by (or used in) investing activities	-	-	-	-
<b>NET INCREASE (DECREASE) in cash and cash equivalents (a+b+c+d)</b>	<b>(635,327)</b>	<b>(72,111)</b>	<b>20,800</b>	<b>27,067</b>
<b>CASH AND CASH EQUIVALENTS AT JULY 1, 20xx</b>	<b>785,259</b>	<b>149,932</b>	<b>188,832</b>	<b>77,821</b>
<b>CASH AND CASH EQUIVALENTS AT JUNE 30, 20xx</b>	<b>149,932</b>	<b>77,821</b>	<b>209,632</b>	<b>104,888</b>

**NORTH LYON FIRE PROTECTION DISTRICT**  
(Local Government)

**SCHEDULE F-2 STATEMENT OF CASH FLOWS**

**AMBULANCE FUND**

5/20/24



## 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: May 23, 2024

**DATE:** May 23, 2024  
**TO:** North Lyon County Fire Protection District Board of Directors  
**FROM:** Brian Bunn, Interim Fire Chief  
**SUBJECT:** Recommendation to approve a notice of termination of service agreement, dated October 11, 2019, between North Lyon County Fire Protection District and First Professional Services Corporation. If approved, authorize staff to draft and send notice of the termination effective October 10, 2024, at 11:59 PM.

---

#### SUMMARY

This item is a recommendation to approve a notice of termination of service agreement, dated October 11, 2019, between North Lyon County Fire Protection District and First Professional Services Corporation. If approved, authorize staff to draft and send notice of the termination effective October 10, 2024, at 11:59 PM.

#### PREVIOUS ACTION

October 11, 2019. North Lyon County Fire Protection District (NLCFPD) entered into a service agreement with First Professional Services Corporation (FPSC), a Utah Corporation whose address is 8841 South Redwood Road, Suite B, West Jordan, Utah 84088.

#### BACKGROUND

FPSC, a Utah corporation was contracted to perform EMS billing services for NLCFPD. An add on service, National Fire Incident Reporting System (NFIRS) and Electronic Patient Care Reporting (ePCR), was included by Image Trend Elite through FPSC. FPSC is not a collection agency.

The term of the agreement is for a five (5) year period from the date of signing, October 11, 2019. The agreement will automatically renew at the end of the current term unless terminated by either party according to Section 12 of the agreement. Section 12 of the agreement states "NLCFPD or FPSC may terminate this agreement by providing one hundred twenty (120) days advanced notice of its election to terminate the Agreement." June 11, 2024 would be the deadline to have a notice of termination received by FPSC.

**PEOPLE FIRST**

North Lyon County Fire Protection District is an Equal Opportunity Employer





## North Lyon County Fire Protection District

195 East Main Street

Fernley, Nevada 89408

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

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

Brian Bunn, Interim Fire Chief

### Directors

Paul Murphy

Daniel McCassie

Harry Wheeler

Jay Rodriguez

Michael Toombs

### FISCAL IMPACT

There is no fiscal impact on the North Lyon County Fire Protection District with the approval to provide a notice of termination of service agreement to First Professional Services Corporation.

### RECOMMENDATION

Staff recommends the Board of Fire Directors approve a notice of termination of service agreement to First Professional Services Corporation.

### POSSIBLE MOTION

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

*"I move to approve staff to author a Notice of Termination of Service Agreement to First Professional Services Corporation."*

**PEOPLE FIRST**

North Lyon County Fire Protection District is an Equal Opportunity Employer





FIRST PROFESSIONAL SERVICES CORPORATION

## SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made on the date subscribed below and is to become effective as of the 11 day of October, 2019 by and between First Professional Services Corporation, a Utah Corporation whose address is 8841 South Redwood Road, Suite B, West Jordan, Utah 84088 (hereinafter "FPSC") and North Lyon County Fire Protection District, organized and existing under the laws of the State of Nevada, whose address is 195 Main Street Fernley, Nevada 89408 hereinafter "NLCFPD)." FPSC and NLCFPD are collectively referred to as the "Parties."

WHEREAS NLCFPD desires to contract with FPSC for the performance of certain billing services and FPSC desires to contract with NLCFPD to perform certain billing services for NLCFPD in exchange for compensation, the Parties make and enter into this Agreement to memorialize their understanding and agreement.

### TERMS OF AGREEMENT

NOW THEREFORE in exchange for good and valuable consideration including the mutual covenants contained in this Agreement, the Parties hereby represent, warrant, covenant, and agree as follows:

1. **DEFINITIONS:** Whenever used in this Agreement, the following terms shall have the following meanings:
  - (a) "NLCFPD" shall refer to North Lyon County Fire Protection District organized and existing under the laws of the State of Nevada
  - (b) "Customer(s)" shall refer to that person(s), who is responsible for the payment of goods or services which have been provided by NLCFPD, regardless of who actually received the goods or services provided.
  - (c) "Customer Accounts Receivable" shall mean all Customer accounts receivable of NLCFPD resulting from the providing of goods and/or services by NLCFPD to its Customer(s) as of the date of this Agreement and all future goods and services to be provided by NLCFPD for its Customer(s) after the commencement of this Agreement.
  - (d) "FPSC Ledgers" shall mean the accounting and bookkeeping records of FPSC created or maintained by FPSC for the purpose of performing this Agreement whether or not those materials are computerized and regardless of whether the records of the Customer Accounts Receivable are recorded or maintained by FPSC in paper or electronic format.
  - (e) "Accounting Period" shall mean Monday through the following Sunday of each week during the term of this Agreement.
  - (f) "Settlement Day" is the second business day of the week following the Accounting Period. Settlement Day is the day when FPSC places into the bank account of NLCFPD the collections received during the previous Accounting Period, less any amounts owing to FPSC under this Agreement. FPSC may, upon (15) fifteen days prior written or electronic notice, change the Settlement Day to a different day of the same week. If the day set as the Settlement Day falls on a day which follows a federal or state banking holiday, the Settlement Day shall be extended by one additional day.
2. **SERVICES:** FPSC agrees to provide to NLCFPD the services which are described in Exhibit A, which is attached to this Agreement and incorporated herein by reference, subject to the following:
  - (a) The services to be provided by FPSC shall be performed only on NLCFPD Customer Accounts Receivable.
  - (b) All money received by FPSC from the collection of Customer Accounts Receivable during an Accounting period shall be deposited into a trust account at Bank of Utah. On the Settlement Day, FPSC will disburse into a NLCFPD account at Nevada State Bank, the money received, less any amounts owing to FPSC under this Agreement.
  - (c) FPSC will make its best efforts to perform all of its billing services in compliance with all applicable laws and according to the terms of this Agreement and according to any procedures and/or policies which have or may be established by FPSC.
  - (d) The Parties acknowledge and agree that FPSC provides billing services, that it is not collection agency, and that it does not guarantee the payment or collectability of any of the Customer Accounts Receivable.



- (e) The Parties acknowledge and agree that FPSC is acting as an independent contractor pursuant to the terms of this Agreement and that it is not an "employee" or in-house agent of NLCFPD.
- (f) The Parties agree that this Agreement shall not constitute a partnership or joint venture between the Parties.
- (g) The Parties agree to enter into a joint Business Associate Agreement (BAA) as required by the Health Insurance Portability and Accountability Act (HIPAA).

**3. FPSC REMUNERATION: NLCFPD agrees to pay to FPSC the following Costs and Expenses:**

- (a) "An Initial Set-up Fee": At the commencement of this Agreement, an initial set-up fee of seven hundred fifty dollars (\$750.00) shall be paid. This fee shall be waived and non-applicable.
- (b) "Collection Fee": On each Settlement Day, a Collection Fee shall be calculated and paid by NLCFPD. The Collection Fee shall be equal to six and one-half percent (6.5%) of the total receipts posted during the Accounting Period. At no time shall the weekly fee be less than five hundred dollars (\$500).
- (c) "Equipment and Software Use Fees": In the event that NLCFPD uses equipment and/or software as provided by FPSC, a reasonable fee shall be charged for the use of such equipment and/or software based on an amount to be determined by the parties. A fee of one percent (1%) of collections is proposed to cover ImageTrend Software fees. (See Exhibit A)
- (d) Equipment and software fees shall be re-evaluated annually but may not adjust greater than 0.25% per annum.
- (e) Reimbursement of Costs and Expenses. NLCFPD agrees to reimburse FPSC for costs and expenses incurred by FPSC for NLCFPD. Those costs and expenses shall include the total amount of all charges incurred by FPSC on behalf of NLCFPD for such items including, but not limited to, attorney's fees, charges relating to bank credit card transactions, returned check charges, forms, and supplies other than those specifically agreed on by both parties. In the event that the services provided by FPSC include the mailing of statements to NLCFPD Customers and the postage thereon exceeds \$.55 per statement mailed by FPSC, then NLCFPD agrees to reimburse to FPSC any excess over \$.55 per Customer statement. Where applicable, FPSC shall provide NLCFPD with FPSC's current Fee Schedule. The costs and expenses to be reimbursed shall not include attorney's fees or other costs related to actions, claims or suits brought against FPSC when said actions, claims or suits are based on or caused by the misconduct of FPSC.
- (f) All Costs and Expenses shall be deducted at Settlement Day from the proceeds due NLCFPD from collections of Customer Accounts Receivable during the Accounting Period prior to the Settlement Day. In the event that there have not been sufficient collections to cover the Costs and Expenses incurred during an Accounting Period, FPSC shall be entitled to receive such Costs and Expenses from the collections of Customer Accounts Receivable during any subsequent Accounting Period(s). Upon written notice to NLCFPD, NLCFPD acknowledges and agrees to pay to FPSC on demand all costs and expenses incurred by FPSCPD, whether or not collected from NLCFPD Customer Accounts Receivable. FPSC shall be entitled to charge interest, at eighteen percent (18%) per annum, on any costs and expenses due from NLCFPD which remain unpaid more than ten (10) days after the applicable Settlement Day for the payment of those costs and expenses.

**4. NLCFPD WARRANTIES AND REPRESENTATIONS: NLCFPD represents and warrants to FPSC as follows:**

- (a) That each Customer Accounts Receivable arose out of a bona fide sale of goods or services provided by NLCFPD in the ordinary course of NLCFPD's business operations;
- (b) That the Customer who is responsible for the payment of the goods or services provided by NLCFPD had the legal capacity to contract for the goods or services which were provided as reflected in the Customer Accounts Receivable;
- (c) That NLCFPD complied with all applicable laws and regulations of any local, state, or federal governmental entity in selling or providing the goods or services for which payment is sought;
- (d) That NLCFPD has and will continue to hold and maintain all necessary licenses, permits and any other qualifications required by law which NLCFPD must have in order to provide the goods or services for which payment is sought; and
- (e) That all Customer Accounts Receivable recorded on FPSC Ledgers are accounts for which a cash payment is to be received.

5. The Parties agree that each party shall be responsible for providing its own equipment necessary for carrying out this Agreement. If NLCFPD seeks to have FPSC provide it with any equipment to be used in connection with this Agreement, the Parties shall prepare and sign a separate document, which reflects the equipment to be provided by FPSC and the cost to be charged therefor. Nevertheless, the Parties agree to utilize computer equipment and software programs which are compatible.
6. **INSURANCE BILLINGS:** NLCFPD agrees to use FPSC insurance billing procedures which it has established for healthcare providers.
7. **DISPUTES MADE BY NLCFPD CUSTOMERS:** NLCFPD is responsible to resolve disputes which may arise between NLCFPD and its' Customers concerning the goods sold or services provided to the Customer(s) by NLCFPD. NLCFPD shall promptly notify FPSC of any dispute that has arisen with respect to any Customer Account Receivable and any adjustment, which has or will be made to the balance owing to NLCFPD by the Customer(s).
8. **SPECIAL POWER OF ATTORNEY:** NLCFPD hereby gives to FPSC a special power of attorney wherein FPSC is hereby empowered and fully authorized to endorse any check, draft, money order, or any other instrument or remittance received by FPSC in payment of any of the Customer Accounts Receivable.
9. **GENERAL PROVISIONS:** The following general provisions are also agreed to by the parties:
  - (a) NLCFPD will cooperate and deliver to FPSC any necessary documents or materials and do all things reasonably necessary to carry out the terms of this Agreement, and to facilitate the performance by FPSC of its duties as provided for under this Agreement.
  - (b) Except as provided for herein, this Agreement may not be altered or amended except by a written document signed by the parties. However, the foregoing limitation shall not preclude FPSC from making changes or adjustments to the Collection Fee, changes to the Costs and Expenses to be charged, and changes to its policies and procedures.
  - (c) This Agreement represents the entire Agreement between NLCFPD and FPSC.
  - (d) No modification to this Agreement shall be enforceable unless evidenced in writing and signed by the parties to this Agreement.
  - (e) If any provision, phrase, or any part or portion of this Agreement shall be declared or held illegal, void, avoidable, or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect unless the Agreement is terminated by one of the parties pursuant to the terms of this Agreement.
  - (f) No obligation or covenant under this Agreement shall be deemed waived or excused unless the Parties have so agreed in writing.
  - (g) The construction and enforcement of this Agreement shall be governed by the laws of the State of Utah.
  - (h) The party to this Agreement which breaches this Agreement shall be responsible for all attorneys' fees and out of pocket costs and expenses incurred by the other party in attempting to enforce any terms of this Agreement whether or not a lawsuit is filed.
  - (i) FPSC may make available certain business forms to NLCFPD in order to facilitate the performance of this Agreement, and NLCFPD agrees to use those forms unless the request is burdensome and unreasonable.
  - (j) NLCFPD agrees to keep such records on NLCFPDs' Customers as may be required from time to time by FPSC.
  - (k) The parties to this Agreement agree to cooperate with each other for the purpose of carrying out the intent of this Agreement.
10. **Indemnification by FPFC:** FPFC agrees to hold harmless and indemnify NLCFPD to the full extent permitted by law, its officers, directors, employees, attorneys and agents and each entity or person who controls such officers, directors, employees, attorneys and agents against all actions, suits, losses, claims, damages, liabilities and expenses caused as a result of negligence misconduct, error or omission of FPSC or any officers, agents or employees of FPSC performing services hereunder. This section does not require FPSC to be responsible for or defend against claims or damages arising solely from acts or omissions of NLCFPD its officers, directors, employees, attorneys and agents and each entity or person who controls such officers, directors, employees, attorneys and agents.

11. **Indemnification by NLCFPD:** NLCFPD agrees to hold harmless and indemnify FPSC to the full extent permitted by law, its officers, directors, employees, attorneys and agents and each entity or person who controls such officers, directors, employees, attorneys and agents against all actions, suits, losses, claims, damages, liabilities and expenses caused as a result of negligence misconduct, error or omission of NLCFPD or any officers, agents or employees of NLCFPD in performing services which are provided by NLCFPD to its Customers or in performing the terms of this Agreement. This section does not require NLCFPD to be responsible for or defend against claims or damages arising solely from acts or omissions of FPSC its officers, directors, employees, attorneys and agents and each entity or person who controls such officers, directors, employees, attorneys and agents.
12. **TERMINATION WITHOUT CAUSE:** NLCFPD or FPSC may terminate this Agreement by providing one hundred twenty (120) days advance written notice of its election to terminate this Agreement. In the event such notice is given by either party, FPSC shall continue to provide the services provided for under this Agreement until the termination date. Any final amounts owing by either party shall be paid on the termination date.
13. **TERM OF THE AGREEMENT:** This agreement shall be for the period of five (5) years from the date of signing. This agreement will automatically renew at the end of the current term unless terminated by either party according to Section 12 of this agreement.
14. **ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other. Nevertheless, if an assignment occurs by operation of law, the terms of this Agreement shall be binding upon the any trustee, receiver, administrator or other assignee.
15. **NOTICE:** Any notice to be provided for under this Agreement shall be deemed properly given if the notice is sent via the U.S. Postal Service by First Class Mail with postage prepaid to the address first set forth above.
16. **AUTHORITY TO EXECUTE AGREEMENT.** The Parties warrant and represent to each other that they are each authorized and empowered to sign this Agreement and that the Agreement does not violate any restriction or limitation known to the Parties.
17. **CORPORATE ACTION:** The persons executing this Agreement on behalf of the above named Parties hereby represent and warrant that they have been and are on the date of the execution of this Agreement duly authorized by all necessary and appropriate actions and resolutions to make and enter into this Agreement on behalf of the entity for which he or she has signed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the following dates.

Dated this 11 day of October 2019.

**FIRST PROFESSIONAL SERVICES CORPORATION,  
A UTAH CORPORATION**

Dart McGregor  
By: Dart McGregor  
Its: President

Dated this 11 day of October 2019.

**North Lyon County Fire Protection District,  
AN AUTHORIZED GOVERNMENT ENTITY, DEPARTMENT OR ASSOCIATION**

Jason Nicholl  
By: Jason Nicholl  
Its: Fire Chief – North Lyon County Fire Protection District

ATTEST: Joseph Miller

**EXHIBIT A**

for NLCFPD

**Data Entry**

- Daily Activity
- Insurance
- State EMS Reporting
- Hazardous Material Cost Recovery
- Electronic Patient Care Reporting

**Software**

- ImageTrend Elite ePCR (See Notes)
- Central Square EMS Billing Software

**Monthly Statements**

- FPSC Statement
- Itemized Invoices
- Postage

**Collections**

- Phone calls
- Collection notices with statements
- Payment schedules
- Hazmat letters/invoice

**Insurance Processing**

- Print & send hard copy (when applicable)
- Create & send electronically (when applicable)
- Insurance follow-up

**Reports**

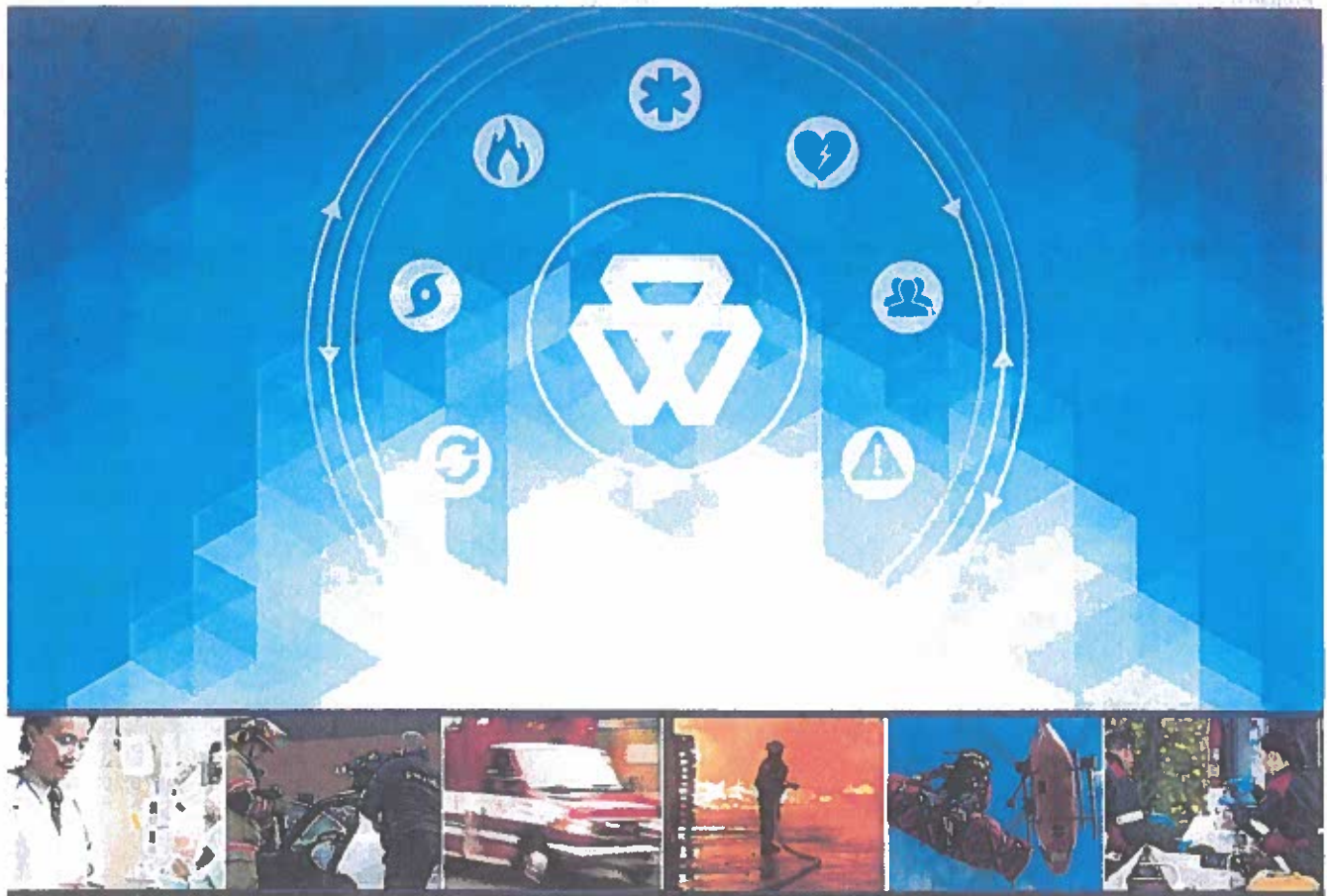
- Daily summary
- Weekly Deposit summary
- Monthly summary
- Aged trial balance (See notes)
- Other (See Notes)

**Forms & Supplies**

- Insurance forms
- Run Sheets
- Hazmat Reports
- Hardship Charity Forms
- Other (See Notes)

**NOTES: Reports Available Upon Request**

See attached ImageTrend Quote & Contract for ePCR Fee options.



## Elite Rescue

### Prepared For

North Lyon County Fire Protection District

Jason Nicholl

195 E Main St

Fernley, Nevada 89408

### Prepared By

Charlie Lallas

Oct 07, 2019

IMAGETREND®

# Quote



**Prepared For**

Jason Nicholl  
 North Lyon County Fire Protection District  
 195 E Main St  
 Fernley, Nevada 89408  
 775-575-3310  
 jnicholl@northlyonfire.com

**Bill To**

Dart McGregor  
 First Professional Services Corporation  
 8841 Redwood Rd Ste B  
 West Jordan, Utah 84088  
 dart@firstprofessional.net

Salesperson		Quote Number		Date	
Charlie Lallas, Sales Coordinator,		QUO-05529-J1R0D9		Oct 07, 2019	
Description		Qty	Frequency	Unit Price	Total
<b>One-Time Fees</b>					
Elite™ Rescue Setup				Included	Included
Webinar Training 2hr Session				Included	Included
Onsite Training Session - 8 Hours				Included	Included
Travel				Included	Included
<b>Recurring Fees</b>					
Elite™ Rescue - SaaS *Includes Elite™ Field		1	Recurring	\$9,000.00	\$9,000.00
Mobile Fire Inspections - SaaS		1	Recurring	\$1,200.00	\$1,200.00
CAD Distribution		1	Recurring	\$2,500.00	\$2,500.00
- CAD Vendor: Spillman					
FTP Auto Export		1	Recurring	\$2,500.00	\$2,500.00
<b>TOTAL Year 1</b>					<b>\$15,200.00</b>
<b>*Annual Fees after Year 1</b>					<b>\$15,200.00</b>

**Optional Items**

Investigations	1	Recurring	\$1,250.00	\$1,250.00
Permits	1	Recurring	\$1,250.00	\$1,250.00
Legacy Data Conversion - Hourly	6	One Time	\$175.00	\$1,050.00
Continuum®	1	Recurring	\$2,000.00	\$2,000.00
- Continuum® EMS Content Package	1	Recurring	\$1,575.00	\$1,575.00
- Continuum® Fire Content Package	1	Recurring	\$1,575.00	\$1,575.00

**Prepared By: Charlie Lallas**

**Terms of Agreement:** The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.

- The recurring annual fees will be invoiced annually in advance.
  - Project completion occurs upon receipt of the product.
  - ImageTrend's license, annual support and hosting are based on up to 3,000 annual incidents as provided by Client. \*IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.
  - This proposal is valid for 90 days.
  - This quote reflects ImageTrend's standard non-CJIS compliant framework, and is provided without any CJIS-related warranties, representations, or contractual commitments. Additional information and pricing for ImageTrend's advanced CJIS compliant offerings are available upon request.
  - The estimates set forth herein do not constitute a binding offer or acceptance. This quote does not express the full agreement or understanding of the parties, is subject to additional due diligence and change, and shall not be binding on ImageTrend. The parties do not intend to be legally bound until they enter into definitive agreements regarding the subject matter hereof. **IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable**
- DISCLAIMER:** This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.



# Quote



## PRODUCT DESCRIPTIONS

### Elite™ Rescue - SaaS \*Includes Elite™ Field

In addition to receiving both Elite EMS and Elite Fire for compliant data collection, the Rescue package includes the Locations/Occupants/Inspections module.

### Mobile Fire Inspections - SaaS

Elite Mobile Fire Inspections allows you to enter or edit location, occupant, and inspection records while offline and working in the field. It synchronizes all data bidirectionally with Elite Web.  
Note: Elite Fire or Rescue is required.

### Investigations

Investigations is a separate module that allows your investigators to document all aspects of a fire-related investigation, including such things as witnesses, evidence grids and weather related information.  
Note: Elite Fire or Rescue is required.

### Permits

The Permits module allows you to create, track and complete records, such as building or construction permits. Note: Elite Fire or Rescue is required.

### Continuum®

Continuum is an integrated solution designed to make monitoring your system easy. Continuum analyzes the data within your system as it is added or updated to provide you with notifications and easy-to-view charts, tabular reports, and maps based on the data you need without requiring you to build reports or manually check your system.

The base Continuum offering includes the following primary components:

#### • Monitors

Continuum Monitors are predefined analytics, built by ImageTrend using industry-wide best practices and metrics. Groups of similar Monitors are organized in Continuum Domains. Within each Monitor, you can drill down and expand for more detail. The end result is easily accessible information that can help you turn your data into wisdom. Make more informed decisions, impact operations and improve patient care with Continuum.

#### • Data Sets

Following is a list of the available data sets that are currently available in Continuum to create new monitors based upon the information that you collect with your Elite system. New data sets are added to Continuum as they become available for Elite, Patient Registry, LMS and other ImageTrend products.

- o Community Health Patients
- o Community Health Visits
- o Elite Agency Location
- o Elite EMS
- o Elite Facility
- o Elite Fire
- o Elite Personnel
- o EMS CAD
- o Inspections
- o Locations
- o Occupants

#### • Domains

In Continuum, a Domain is the term used to refer to dashboards and monitors related to different overarching subjects (e.g., Public Health Incidents).

The following two domains are available by default as part of what is included with the base Continuum offering. These domains include the charts, maps, and tabular reports that you need for presentations to your system stakeholders.

#### o EMS Board Report

The Continuum EMS Board Report domain includes dashboard content and monitors that pertain to the following types of information that is useful for presentations to your EMS Board and other stakeholders. Topics included in this domain include: Overall System Statistics, 911 Responses, Inter-facility Transfers, and Mutual Aid.

The EMS Board Report domain is included as part of the base Continuum offering.

#### o Fire Board Report

The Continuum Fire Board Report domain includes dashboard content and monitors that pertain to various types of information that is useful for presentations to your Fire Board of Directors and other stakeholders. Information included in this domain include: Overall System Statistics, 911 Responses, Incident Types, Mutual Aid given and received, Fire and Civilian Casualties, Property Lost and Saved, etc.

The Fire Board Report domain is included as part of the base Continuum offering.



# Quote

**IMAGETREND®**

## **Continuum® EMS Content Package**

The Continuum EMS Content Package includes multiple Continuum EMS content domains. Each Continuum content domain can be purchased individually. The Continuum EMS Content Package allows you to purchase numerous EMS domains at a quantity discount versus purchasing them individually. The following EMS domains are currently included in this package:

- Ambulance Patient Offload Times (APOT)
- At Risk Populations
- Cardiac
- Cardiac Arrest
- Clinical
- Crew Insights
- EMS CAD
- EMS Compass Measures
- Maternal & Pediatric
- Public Health
- Overdose
- Stroke
- Trauma

## **Continuum® Fire Content Package**

The Continuum Fire Content Package includes multiple Continuum Fire content domains. Each Continuum content domain can be purchased individually. The Continuum Fire Content Package allows you to purchase numerous Fire domains at a quantity discount versus purchasing them individually. The following Fire domains are currently included in this package:

- Arson
- Casualties
- Crew Participation / Call Attendance
- Data Quality and Completeness
- False Alarms
- Fire Information
- Fire Losses / Saves
- Fire Times
- Hazmat
- Historical Demand
- Incident Status
- Incident Types
- Mutual Aid
- Reliability (Overlapping Calls)
- Technical Rescue
- Utilization

## **CAD Distribution**

The ability to easily integrate CAD data into run reports is very beneficial in ensuring accurate data. CAD data can be obtained via a file export, a query or it can be sent directly to the ImageTrend web service. Only fields listed in the CAD integration workbook are available for population through the integration.

## **FTP Auto Export**

A NEMSIS 3.3.4 or 3.4.0 file can be automatically exported to an SFTP location (agency's or biller's) based on specific criteria being met (i.e. incident status is 'Ready for Billing', incident is locked, etc.). The export process is triggered every 10 minutes. The ePCR PDF can also be exported and will use the same file name as the NEMSIS file.

## **Legacy Data Conversion - Hourly**

Legacy data conversion is an import of client data from a legacy system using ImageTrend's standard data workbook.

## **Webinar Training 2hr Session**

Training sessions that are completed via webinar (maximum of 2 hours per session). Topics can include administrator or user education, in-depth education on various modules or features of the system, or learning how to better use Report Writer.

## **Onsite Training Session - 8 Hours**

Training that is to be completed onsite at the client's location. Training topics can range from administrator training to user education to in-depth Report Writer usage.



FIRST PROFESSIONAL SERVICES CORPORATION

October 2, 2019

Chief Jason Nicholl,

Following is a list of items that First Professional Services Corporation (FPSC) needs to move forward with implementing our billing services for your Department.

- Signed Service Agreement
- Fee Schedule (including supplies)
- Tax Identification Number
- NPI Number (National Provider Identifier)
- Medicare Identification Number
- Medicaid Identification Number
- Do you accept assignment for Insurance purposes?
- State License Number (Copy Required)
- Name of Official Contact – Phone and Email information
- Name of Quality Assurance Contact - Phone and Email information
- Bank Account Deposit Information - Name, Routing Number, Account Number
- Business Associate Agreement
- ImageTrend Elite Login Permissions
- Office telephone number
- Updated 855-B Medicare Application

Michelle Bennett is the office manager at FPSC. She will coordinate the start up process and assist in the gathering and implementation of the information as listed. Please call if you have any questions. Michelle can be reached at (801) 556-1367. Our tollfree number is (800) 658-8700.

Once again, thank you. We are looking forward to hearing from you!

Dart McGregor  
First Professional Services Corporation





## 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  
Brian Bunn, Interim Fire Chief

**Directors**  
Paul Murphy  
Daniel McCassie  
Harry Wheeler  
Jay Rodriguez  
Michael Toombs

### STAFF REPORT

Board Meeting Date: May 23, 2024

**DATE:** May 23, 2024  
**TO:** North Lyon County Fire Protection District Board of Directors  
**FROM:** Brian Bunn, Interim Fire Chief  
**SUBJECT:** Recommendation to approve and accept a Resolution and a Service Agreement between North Lyon County Fire Protection District and Fire Recovery USA.  
**FOR POSSIBLE ACTION**

---

#### SUMMARY

This item is to approve and accept a Resolution and Service Agreement between North Lyon County Fire Protection (NLCFPD) and Fire Recovery USA (FRUSA).

#### PREVIOUS ACTION

The NLCFPD previously conducted business with FRUSA. It is unknown to NLCFPD and FRUSA as to why the previous service agreement was terminated.

#### BACKGROUND

Fire departments/districts are faced with insurmountable financial burdens. FRUSA was founded to provide cost recovery to support the lifesaving and critical community services provided by fire departments. FRUSA's innovative programs can provide substantial financial support for NLCFPD.

The costs of responding to emergency incidents are a large portion of any department's budget. The tools, equipment, and manpower used for these responses dramatically impact NLCFPD's budget. FRUSA has a proven system to recover these costs, with minimal additional work by NLCFPD. Their system automatically identifies billable runs through NLCFPD's Report Management System (RMS), imports those runs into their system, and after approval, allows FRUSA to immediately begin billing.

Emergency-Response Service Fees may be generated for; Motor Vehicle Incidents, Extrication, Creating a Landing Zone, HazMat, Fires, Illegal Fires, Water Incidents, and Chief Response. The mitigation rate, AKA rate, is based on per hour.

Rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual

### PEOPLE FIRST

North Lyon County Fire Protection District is an Equal Opportunity Employer



## North Lyon County Fire Protection District

195 East Main Street  
Fernley, Nevada 89408  
District Office (775) 575-3310 District Fax (775) 575-3314  
www.northlyonfire.org  
Brian Bunn, Interim Fire Chief

Directors  
Paul Murphy  
Daniel McCassie  
Harry Wheeler  
Jay Rodriguez  
Michael Toombs

burdened labor costs and not just a firefighter's wage. The rates are listed in the Service Agreement, Schedule A.

### **FISCAL IMPACT**

There is no fiscal impact on the North Lyon County Fire Protection District with the acceptance of a Resolution and Service Agreement with Fire Recovery USA.

### **RECOMMENDATION**

Staff recommends the Board of Fire Directors approve and accept a Resolution and a Service Agreement between North Lyon County Fire Protection District and Fire Recovery USA.

### **POSSIBLE MOTION**

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

*"I move to approve and accept a Resolution and a Service Agreement between North Lyon County Fire Protection District and Fire Recovery USA."*

**PEOPLE FIRST**

North Lyon County Fire Protection District is an Equal Opportunity Employer

**RESOLUTION NO: \_\_\_\_\_**

A RESOLUTION ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED BY/FOR THE NORTH LYON COUNTY FIRE DISTRICT.

WHEREAS, the emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the Board of the North Lyon County Fire District desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

**BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE NORTH LYON COUNTY FIRE DISTRICT:**

SECTION 1: The North Lyon County Fire District shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The fire department's Board may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in open meetings of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Resolutions of the Board.

SECTION 5: This resolution shall take effect at the date of adoption.

**SECTION 6: The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.**

THE ABOVE WAS PASSED

Yea \_\_\_\_\_

Nay \_\_\_\_\_

Certified by the Clerk: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

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

## SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of \_\_\_\_\_, 2024 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **North Lyon County Fire District**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

### RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

### ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

### ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.



**ARTICLE 3  
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4  
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

## **ARTICLE 5 COMPENSATION OF COMPANY**

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

## **ARTICLE 6 OBLIGATIONS OF CLIENT**

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

## **ARTICLE 7 CLIENT AUTHORIZATION**

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

## **ARTICLE 8 TERMINATION OF AGREEMENT**

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

## **ARTICLE 9 PROPRIETARY RIGHTS**

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

## **ARTICLE 10 INDEMNIFICATION**

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

**ARTICLE 11  
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC  
2271 Lava Ridge Court, Suite 120  
Roseville CA 95661  
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC  
9915 Mira Mesa Boulevard, Suite 130  
San Diego, CA 92131  
Attention: Chris Popov, Esq.

If to Client to:

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

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous

understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

*Signatures on following page:*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**COMPANY:**

**FIRE RECOVERY USA, LLC.**  
**a California limited liability company**

Signature: \_\_\_\_\_

Name: M. Craig Nagler

Title: Manager

**CLIENT:**

**North Lyon County Fire District**

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

## SCHEDULE A

### LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.



## **EXHIBIT A**

### **MITIGATION RATES**

#### **BASED ON PER HOUR**

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

#### **MOTOR VEHICLE INCIDENTS**

##### **Level 1 - \$602.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

##### **Level 2 - \$687.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

##### **Level 3 - CAR FIRE - \$838.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

#### **ADD-ON SERVICES:**

##### **Extrication - \$1,811.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

##### **Creating a Landing Zone - \$553.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and

reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

## **HAZMAT**

### **Level 1 - \$972.00**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

### **Level 2 - \$3,473.00**

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### **Level 3 – \$8,199.00**

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$381.00 per HAZMAT team.**

## **FIRES**

**Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck**

### **Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

**OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

## **ILLEGAL FIRES**

**Assignment - \$554.00 per hour, per engine / \$693.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

### **Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

**Billed at \$554 plus \$68 per hour, per rescue person.**

### **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,110 plus \$68 per hour, per rescue person.**

### **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,747 plus \$68 per hour per rescue person, plus \$134 per hour per HAZMAT team member.**

### **Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

### **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$554 plus \$68 per hour, per rescue person. Additional rates of \$554 per hour per response vehicle and \$68 per hour per rescue person.**

### **CHIEF RESPONSE**

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$347 per hour.**

### **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

#### **ADDITIONAL TIME ON-SCENE (for all levels of service)**

Engine billed at \$554 per hour.

Truck billed at \$693 per hour.

Miscellaneous equipment billed at \$416.

### **MITIGATION RATE NOTES**

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.



# 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: May 23, 2024

**DATE:** May 23, 2024  
**TO:** North Lyon County Fire Protection District Board of Directors  
**FROM:** Brian Bunn, Interim Fire Chief  
**SUBJECT:** Recommendation to approve and accept an Interlocal Contract for Cooperative Purchasing between North Lyon County Fire Protection District and Houston-Galveston Area Council. **FOR POSSIBLE ACTION**

---

### SUMMARY

This item is to approve and accept a Interlocal Contract For Cooperative Purchasing between North Lyon County Fire Protection District (NLCFPD) and Houston-Galveston Area Council (HGAC)

### PREVIOUS ACTION

The NLCFPD does not currently have any agreements for group purchasing.

### BACKGROUND

Group purchasing is a particular procurement strategy that involves a group of organizations coming together to purchase goods or services as a single entity and leveraging their collective buying power to negotiate better prices from suppliers. This can be an effective way for NLCFPD to reduce costs.

### FISCAL IMPACT

There is no fiscal impact on the North Lyon County Fire Protection District with the acceptance of an Interlocal Contract for Cooperative Purchasing with Houston-Galveston Area Council.

### RECOMMENDATION

Staff recommends the Board of Fire Directors approve and accept an Interlocal Contract for Cooperative Purchasing with Houston-Galveston Area Council.

### POSSIBLE MOTION

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

*"I move to approve and an Interlocal Contract for Cooperative Purchasing with Houston-Galveston Area Council."*

## PEOPLE FIRST

North Lyon County Fire Protection District is an Equal Opportunity Employer





**INTERLOCAL CONTRACT FOR  
COOPERATIVE PURCHASING**

ILC No.:  
**ILC24-14819**  
Permanent Number assigned  
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **North Lyon County Fire Protection District**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **195 East Main Street Fernley, NV 89408**.

**WITNESSETH**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **07/01/2024** (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **07/01/2024** and ends **06/30/2025**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

North Lyon County Fire Protection District

Name of End User (local government, agency, or non-profit corporation)

195 East Main Street

Mailing Address

Fernley, NV 89408

City, State ZIP Code

\_\_\_\_\_  
Signature of chief elected or appointed official | Date

Paul Murphy, Director

Typed Name & Title of Signatory

*Houston-Galveston Area Council*

3555 Timmons Lane, Suite 120, Houston, TX  
77027

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

Executive Director

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





### END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to 713-993-2424. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: **North Lyon County Fire Protection District** County Name: **Lyon**

Mailing Address: **195 East Main Street Fernley, NV 89408**

Main Telephone Number: **775-575-3310** FAX Number: **775-575-3314**

Physical Address: **195 East Main Street Fernley, NV >89408**

Web Site Address: **[www.northlyonfire.org](http://www.northlyonfire.org)**

**Official Contact: Brian Bunn**

Mailing Address: **195 East Main Street  
Fernley, NV 89408**

Title: **Fire Chief**

Ph No.: **775-575-3310**

FX No.: **775-575-3314**

E-Mail Address: **[bbunn@northlyonfire.com](mailto:bbunn@northlyonfire.com)**

**Authorized Official: Paul Murphy**

Mailing Address: **195 East Main Street  
Fernley, NV 89408**

Title: **Director**

Ph No.: **775-575-3310**

FX No.: **775-575-3314**

E-Mail Address: **[pmurphy@northlyonfire.com](mailto:pmurphy@northlyonfire.com)**

**Authorized Official: Kasey Miller**

Mailing Address: **195 East Main Street  
Fernley, NV 89408**

Title: **Office Manager**

Ph No.: **775-575-3310**

FX No.: **775-575-3314**

E-Mail Address: **[kmiller@northlyonfire.com](mailto:kmiller@northlyonfire.com)**

**Authorized Official: Tim Myers**

Mailing Address: **195 East Main Street  
Fernley, NV 89408**

Title: **Battalion Chief**

Ph No.: **775-575-3310**

FX No.: **775-575-3314**

E-Mail Address: **[tmyers@northlyonfire.com](mailto:tmyers@northlyonfire.com)**

## COMPLETING AND EXECUTING THE ILC PROCESS

### Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

### Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

### Step 3

Scan and email a copy of the contract to H-GAC at [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com), or fax it to 713-993-2424.

The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

### Step 4

H-GAC will execute the contract and return a copy to you electronically.