

EAST FORK FIRE PROTECTION DISTRICT



**District Board Meeting
Agenda and Supporting Information For
The Meeting of January 17, 2023**

EAST FORK FIRE PROTECTION DISTRICT

1694 County Road
Minden, Nevada 89423

Meeting Agenda

John Bellona, Director, District 1
Barbara Griffin, Director, District 2
Bernard Curtis, Secretary, District 3
Jacques Etchegoyhen, President, District 4
Mike Sommers, Director, District 5

Tod F. Carlini, District Fire Chief

Holly Megee, Board Clerk

Tuesday, January 17, 2023

12:00 PM Closed Session

To attend virtually-Contact Holly Megee

1:00 PM Board Meeting

or

In person-1694 County Road, Minden

MISSION STATEMENT

“Serving the Fire and Life Safety Needs of Our Community”

East Fork Fire Protection District will be conducting its meeting in person and electronically. The public is welcome to attend the meeting virtually or in person at the East Fork Fire Protection District Office located at 1694 County Road, Minden, NV. If you would like to view the East Fork Fire Protection District Board meeting, please contact Holly Megee prior to the day of the meeting at 775-782-9040 or hmegee@eastforkfire.org for details on how to log into the meeting.

Public comment will be accepted prior to the East Fork Fire Protection District Board meeting through either the email address provided below or by setting up a phone appointment with the East Fork Fire Protection District Office up until the day before the East Fork Fire Protection District Board meeting.

- Blank public comment forms will be available at the East Fork Fire Protection District Office (1694 County Road, Minden, Nevada) and completed forms may also be left at the same location.
- Written public comments may also be emailed to hmegee@eastforkfire.org. All public comments must be received prior to the date of the meeting if the comments are to be included in the supplemental materials.
- All written public comments received prior to 4:00 PM the day before the Board meeting will be compiled and will be added as supplemental material for the East Fork Fire Protection District Board and the public to review prior to the meeting.
- Any written public comment received the day of the East Fork Fire Protection District Board meeting will be compiled and added as supplemental materials to the East Fork Fire District’s website and distributed to the East Fork Fire Protection District Board within 24 hours after the meeting.

Members of the public may call Holly Megee at 775-782-9040 to obtain help making public comment using the public comment methods.

Copies of the finalized agenda are posted at the following locations prior to meeting day: East Fork Protection District Administrative Office, Gardnerville Post Office, Minden Post Office, Minden Library, and Douglas County Administration Building. Members of the public may request an electronic copy of the

agenda or supporting materials by contacting Holly Megee at hmegee@eastforkfire.org. An electronic copy of the agenda and supporting materials are available at the following website:

- East Fork Fire website: <https://eastforkfire.org/>

Agenda items may be taken out of order, may be combined for consideration, or may be removed from the agenda at any time. All items designated “for possible action” shall include discussion and possible action to approve, modify, deny, take “no action,” or continue the item.

It is the intent of the East Fork Fire Protection District Board to protect the dignity of citizens who wish to comment before the Board. It is also the desire of the East Fork Fire Protection District Board to provide the citizens with an environment that upholds the highest professional standards. Citizens should have the ability to freely comment on items and/or projects that are brought before the East Fork Fire Protection District Board for action without interference.

Notice to Persons with Disabilities: Members of the public who are disabled and require special assistance or accommodations are requested to notify Holly Megee in writing at 1694 County Road, Minden, Nevada 89423 or by calling 775-782-9040 at least 20 hours in advance.

EAST FORK FIRE PROTECTION DISTRICT

1694 COUNTY ROAD

MINDEN, NEVADA

FINAL AGENDA

January 17, 2023

12:00 PM

Closed Session. Closed Session to meet with management representatives pursuant to NRS 288.220. (Mark Forsberg, District Legal Counsel) 60 minutes.

Note: The East Fork Fire Protection District may from time to time convene a closed session in accordance with NRS 288.220 to discuss matters related to labor negotiations. These sessions will be held in advance of the public portion of the meetings and in the interest of the general public and final call for public comment.

1:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE-John Bellona

PUBLIC COMMENT (No Action)

At this time, public comment will be taken on those matters that are within the jurisdiction and control of the East Fork Fire Protection District Board of Directors but are not on the agenda for this meeting or those agenda items where public

comment will not be taken as a public hearing is not legally required where an item is for presentation only.

Public Comment may be limited to three minutes per speaker, which will be decided by the Board President or other presiding officer in his/her absence. If you are going to comment on a specific agenda item that the East Fork Fire Protection District Board of Directors will take action on, please make your comments when the item is considered and is opened for public comment.

ADMINISTRATIVE AGENDA

The Administrative Calendar will be handled as follows:

- (1.) The President will read the agenda title into the public record.
- (2.) Staff will introduce the item and provide a report, if any.
- (3.) The applicant, if any, will have an opportunity to address the Board.
- (4.) The Board will then discuss the item.
- (5.) Once the Board has concluded their discussion, public comment will be allowed and is limited to three minutes per speaker.
- (6.) Once public comment is completed, the Board will then ask any follow-up questions and take action.

On agenda items that are listed as a “presentation” with no action listed, public comment is not legally required and must be made at the beginning of the meeting.

APPROVAL OF AGENDA

1. For Possible Action. Approval of proposed agenda. The East Fork Fire Protection District Board of Directors reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda. (Jacques Etchegoyhen, President) 5 minutes.

2. For Possible Action. Discussion and possible action on the election of the East Fork Fire Protection District Board President. (Jacques Etchegoyhen, President) 5 minutes.

3. For Possible Action. Discussion and possible action on the appointment/election of the East Fork Fire Protection District Board Secretary. (President) 5 minutes.

APPROVAL OF PREVIOUS MINUTES

4. For Possible Action. Discussion to approve the draft meeting minutes of the December 20, 2022, regular meeting of the East Fork Fire Protection District Board of Directors. (President) 5 minutes.

AWARDS, RECOGNITIONS, PROCLAMATIONS & DONATIONS

5. For Possible Action. Discussion and possible action regarding Proclamation 2023P-01 recognizing Ron Sagen on his retirement from Douglas County. (Tod F. Carlini, District Fire Chief) 5 minutes.

6. For Possible Action. Discussion and possible action regarding Proclamation 2023P-02 recognizing Robert Spellberg on his 35 years of volunteer service and participation with the East Fork Fire Protection District and the Ranchos Volunteer Fire/Rescue. (Tod F. Carlini, District Fire Chief) 5 minutes.

CONSENT CALENDAR

7. CONSENT CALENDAR

Items appearing on the Consent Calendar are items that can be adopted with one motion unless separate consideration is requested by a District Director or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will automatically be placed at the beginning of the Administrative Agenda or may be continued until another meeting.

Motion to approve the Consent Calendar Items A-F

FINANCE

A. For Possible Action. Discussion and possible action to accept the report on general ledger cash balances as of December 31, 2022. (Kathy Lewis, CPA, CFO/Director of Finance)

B. For Possible Action. Discussion and possible action to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in December 2022 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)

C. For Possible Action. Discussion and possible action to approve payroll expenses paid in December 2022 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)

D. For Possible Action. Discussion and possible action to approve the Procurement Card Transactions paid in December 2022 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)

E. For Possible Action. Discussion and possible action to approve the East Fork Fire Protection District's ambulance billing bad debt write-offs for the period of November 2022 in the amount of \$49,685.26. (Kathy Lewis, CPA, CFO/Director of Finance)

F. For Possible Action. Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of October 2022. (Kathy Lewis, CPA, CFO/Director of Finance)

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION IF ANY

8. For Presentation Only. Presentation on the 2023/2024 Budget Schedule. (Kathy Lewis, CPA, CFO/Director of Finance) 15 minutes.

9. For Possible Action. Discussion and possible action to approve the interlocal agreement with Mono County for mutual aid emergency medical services and allow the District Fire Chief to sign the Annual Operating Agreement for the five-year life of the agreement. (Tod F. Carlini, District Fire Chief) 10 minutes.

10. For Possible Action. Presentation, discussion, direction and possible action regarding the District's Information Technology Services including contract solicitation proposals, costs, and options. (Larry Goss, Deputy Chief of Training and Safety) 30 minutes.

11. For Possible Action. Discussion and possible action to allow the District Administration to exceed the maximum approved position roster for Firefighter/EMT, Firefighter/EMT Advanced, and/or Firefighter/Paramedic by one qualified full-time equivalent (FTE) position not to exceed 60 shifts from time of appointment and at a total cost allocation not to exceed \$80,000. (Tod F. Carlini, District Fire Chief) 10 minutes.

12. For Possible Action. Discussion and possible action to authorize the District Administration to consider applying for a 2023 Assistance to Firefighters Grant (AFG) for the acquisition of a mobile Roof Ventilation Prop at a grant request not to exceed \$80,000. (Tod F. Carlini, District Fire Chief) 10 minutes.

13. For Presentation Only. Reports/updates from East Fork Professional Firefighters Association concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (President) 5 minutes.

14. For Presentation Only. Reports/updates from East Fork Volunteer Firefighters Association concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (President) 5 minutes.

15. For Presentation Only. Reports/updates from District Board Members and Administration concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (President) 10 minutes.

CLOSING PUBLIC COMMENT (No Action)

At this time, public comment will be taken on those items that are within the jurisdiction and control of the East Fork Fire Protection District Board of Directors or those agenda items where public comment has not already been taken. (President)

16. For Possible Action. Discussion and possible action to adjourn the East Fork Fire Protection District Board Meeting. (President) 5 minutes.

ADJOURNMENT

THE TIMING FOR AGENDA ITEMS IS APPROXIMATE UNLESS OTHERWISE INDICATED AS A TIME SPECIFIC ITEM. ITEMS MAY BE CONSIDERED AHEAD OF OR AFTER THE SCHEDULE INDICATED BY THIS AGENDA.

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Approval of proposed agenda. The East Fork Fire Protection District Board of Directors reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda. (Jacques Etchegoyhen, President) 5 minutes.

2. **Recommended Motion:** Motion to approve the meeting agenda for January 17, 2023.

3. **Funds Available:** NA **Amount:** NA

 Fund Name: NA **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** January 17, 2023 **Time Required:** 5 minutes

6. **Agenda:** Initial Meeting Business

7. **Background Information:** The Board of Directors is required to approve the meeting agenda prior to the commencement of business. The East Fork Fire Protection District Board of Directors reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda.

8. **Reviewed by:**
 _____ District Fire Chief _____ Board President
 _____ Legal Counsel _____ Other

9. **Board Action:**
 _____ Approved _____ Approved with Modifications
 _____ Denied _____ Deferred
 _____ Other

Agenda Item # 1

East Fork Fire Protection District

AGENDA ACTION SHEET

- Title: For Possible Action.** Discussion and possible action on the election of the East Fork Fire Protection District Board President. (Jacques Etchegoyhen, President) 5 minutes.
- Recommended Motion:** Motion to elect a District Board Member as the President of the East Fork Fire Protection District Board of Directors as provided for and required by NRS 474.150
- Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA
- Prepared by:** Tod F. Carlini, District Fire Chief
- Meeting Date:** January 17, 2023 **Time Required:** 5 minutes
- Agenda:** Initial Meeting Business
- Background Information:** Under NRS 474.150 the Directors shall organize as a Board and elect a President from their number who shall hold office during the pleasure of the Board. The law neither defines the term of the position of President nor does adopted Board Norms and Procedures require or recommend any specific term of the Board President. The Board Norms and Procedures do define the role of the president. The decision regarding this position is entirely at the pleasure of the board. The current Board President is Jacques Etchegoyhen.
- Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other
- Board Action:**
_____ Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

Agenda Item # 2

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action on the appointment/election of the East Fork Fire Protection District Board Secretary. (President) 5 minutes.

2. **Recommended Motion:** Motion to appoint a District Board Member as the Secretary of the East Fork Fire Protection District Board of Directors as provided for and required by NRS 474.150.

3. **Funds Available:** NA **Amount:** NA

Fund Name: NA **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** January 17, 2023 **Time Required:** 5 minutes

6. **Agenda:** Initial Meeting Business

7. **Background Information:** Under NRS 474.150 the Directors shall organize as a Board and appoint a Secretary from their number who shall hold office during the pleasure of the Board. The appointment of the Board Secretary may be made by the Board President and confirmed by the entire Board through an official motion and vote. The law neither defines the term of the position of Secretary nor does adopted Board Norms and Procedures require or recommend any specific term of the Board Secretary. The decision regarding this position is entirely and at the pleasure of the Board. The current Board secretary is Bernard Curtis.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

East Fork Fire Protection District

AGENDA ACTION SHEET

- 1. **Title: For Possible Action.** Discussion to approve the draft meeting minutes of the December 20, 2022 meeting of the East Fork Fire Protection District Board of Directors. (President) 5 minutes.

- 2. **Recommended Motion:** Motion to approve the minutes of the December 20, 2022 meeting.

- 3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA

- 4. **Prepared by:** Tod F. Carlini, District Fire Chief

- 5. **Meeting Date:** January 17, 2023 **Time Required:** 5 minutes

- 6. **Agenda:** Initial Meeting Business

- 7. **Background Information:** The Board of Directors is required to approve the minutes of the previous meeting. The previous meeting was held on December 20, 2022. Attached are the draft minutes.

- 8. **Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other

- 9. **Board Action:**
_____ Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

DRAFT

The Board Meeting of the East Fork Fire Protection District Board was held on Tuesday, December 20, 2022, in-person and virtually, beginning at 1:00 PM.

East Fork Fire Protection District Board Present:

John Bellona, Director, District 1
Barbara Griffin, Director, District 2
Bernard Curtis, Secretary, District 3
Jacques Etchegoyhen, President, District 4
Mike Sommers, Director, District 5

Staff present:

Tod F. Carlini, District Fire Chief
Larry Goss, Deputy Chief of Training and Safety
Amy Ray, Deputy Chief/Fire Marshal
Scott Gorgon, Deputy Chief of Operations
Mark Forsberg, District Legal Counsel
Lisa Owen, Director of Administrative Services
Kathy Lewis, CPA, CFO/Director of Finance
Holly Megee, Clerk to the Board
Erica Amatore, Office Specialist

Additional attendees that addressed the Board:

Patti Graf, Resident
Dave Ruben, Resident
Terry Taylor, Resident
Kris Rowlett, Tahoe Douglas Fire Inspector
Elaine Pace, Volunteer Liaison
Kevin May, President of the East Fork Fire Professional Firefighters

CALL TO ORDER

Jacques Etchegoyhen, President

INITIAL MEETING BUSINESS

PLEDGE OF ALLEGIANCE

Mike Sommers, Director led the Pledge of Allegiance

PUBLIC COMMENT (No Action)

At this time, public comment will be taken on those items that are within the jurisdiction and control of the East Fork Fire Protection District Board of Directors or those agenda items where public comment will not be taken as a public hearing is not legally required.

Public Comment may be limited to three minutes per speaker, which will be decided by the Board President or other presiding officer in his/her absence. If you are going to comment on a specific agenda item that the

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF DECEMBER 20, 2022**

East Fork Fire Protection District Board of Directors will take action on, please make your comments when the item is considered and is opened for public comment.

For members of the public not able to be present when an item on the agenda is heard, Speaker/Comment Cards are available in the Lobby at the entrance to the meeting room. These cards should be completed and given to the District Fire Chief or designee.

President Jacques Etchegoyhen opened up public comment.

There was no public comment.

Public comment closed.

ADMINISTRATIVE AGENDA

The Administrative Calendar handled as follows:

1. The President will read the agenda title into the public record.
2. Staff will introduce the item and provide a report, if any.
3. The applicant, if any, will have an opportunity to address the Board.
4. The Board will then discuss the item. Once the Board has concluded their discussion, public comment will be allowed.
5. Public comment will be allowed and is limited to three minutes per speaker.
6. Once public comment is completed, the Board will then ask any follow-up questions and take action.

Agenda items listed as a “presentation” with no action listed, public comment is not legally required, and must be made at the beginning of the meeting.

APPROVAL OF AGENDA

1. For Possible Action. Approval of proposed agenda. The East Fork Fire Protection District Board of Directors reserves the right to take items in a different order to accomplish business in the most efficient manner, to combine two or more agenda items for consideration, and to remove items from the agenda or delay discussion relating to items on the agenda. (Jacques Etchegoyhen, President) 5 Minutes.

President Jacques Etchegoyhen opened up public comment.

There was no public comment.

Public comment closed.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF DECEMBER 20, 2022**

MOTION to approve the meeting agenda for December 20, 2022.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Bernard Curtis
SECOND BY:	Barbara Griffin
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

APPROVAL OF PREVIOUS MINUTES

2. For Possible Action. Approval of previous minutes. (Jacques Etchegoyhen, President) 5 Minutes.

President Jacques Etchegoyhen opened up public comment.

There was no public comment.

Public comment closed.

MOTION to approve the minutes of the November 15, 2022 meeting as presented.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Mike Sommers
SECOND BY:	Bernard Curtis
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

AWARDS, RECOGNITIONS, PROCLAMATIONS & DONATIONS

3. For Possible Action. Discussion and possible action to accept the donation of \$10,000 from Ms. Lois Wray, dedicate the funds to paramedic education costs, and authorize a letter of appreciation from the Board President. (Tod F. Carlini, District Fire Chief) 5 minutes.

District Fire Chief Tod Carlini stated the District received a very generous donation from Ms. Wray. The recommendation is to dedicate the funds to paramedic education costs. There are several newer employees that will be required to attend paramedic education in the next couple of years and that amount will help cover some of the expenses. The District did a check to verify there were no conflicts between Ms. Wray and the District and none were found. The recommendation is the Board accepts the donation and allocates the donation for paramedic education.

**EAST FORK FIRE PROTECTION DISTRICT BOARD
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President Jacques Etchegoyhen opened up public comment.

There was no public comment.

Public comment closed.

President Jacques Etchegoyhen believes the Board recognizes the importance of this and stated Ms. Wray is deeply invested in the community. This is a very gracious donation.

MOTION to accept the donation of \$10,000 from Ms. Lois Wray, dedicate the funds to paramedic education costs, and authorize a letter of appreciation from the Board President.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Bernard Curtis
SECOND BY:	Barbara Griffin
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

Director Mike Sommers asked how the District recognizes the donation.

District Fire Chief Carlini explained a letter is prepared, signed by President Etchegoyhen and sent to Ms. Wray.

CONSENT CALENDAR

4. CONSENT CALENDAR

Items appearing on the Consent Calendar are items that can be adopted with one motion unless an item is pulled by a District Director or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during the public comment section at the beginning of the meeting and specifically state why they are making the request. When items are pulled for discussion, they will automatically be placed at the beginning of the Administrative Agenda, or may be continued until another meeting. (Jacques Etchegoyhen, President) 5 Minutes.

President Jacques Etchegoyhen explained these items can be adopted with one motion, unless an item is pulled by a District Director, staff, or a member of the public.

- a. For Possible Action.** Discussion to accept the report on general ledger cash balances as of November 30, 2022. (Kathy Lewis, CPA, CFO/Director of Finance)

**EAST FORK FIRE PROTECTION DISTRICT BOARD
MEETING OF DECEMBER 20, 2022**

- b. For Possible Action.** Discussion to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in November 2022 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)
- c. For Possible Action.** Discussion to approve payroll expense paid in November 2022 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)
- d. For Possible Action.** Discussion to approve the Procurement Card Transactions paid in November 2022 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)
- e. For Possible Action.** Discussion to approve the East Fork Fire Protection District’s ambulance billing bad debt write-offs for the period of October 2022 in the amount of \$36,548.63. (Kathy Lewis, CPA, CFO/Director of Finance)
- f. For Possible Action.** Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of September 30, 2022. (Kathy Lewis, CPA, CFO/Director of Finance)
- g. For Possible Action.** Discussion and possible action to accept an audit letter from State of Nevada Department of Taxation regarding review of 2022 Audit Report with NO violations of statute and/or regulations noted. (Kathy Lewis, CPA, CFO/Director of Finance)

President Jacques Etchegoyhen opened up public comment.

There was no public comment.

Public comment closed.

MOTION to approve the Consent Calendar items 4 a, b, c, d, e, f & g.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Mike Sommers
SECOND BY:	Bernard Curtis
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

**EAST FORK FIRE PROTECTION DISTRICT BOARD
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5. For Possible Action. PUBLIC HEARING and possible adoption of Resolution 2022R-007 by which the District adopts regulations set forth in the International Fire Code and all model codes as adopted by the Nevada State Fire Marshal's Division through NRS 477 and NAC 477, as amended by the District, and under the authority granted to the District by NRS 474.160, effective upon passage. (Tod F. Carlini, District Fire Chief and Amy Ray, Deputy Chief/Fire Marshal) 45 minutes.

District Fire Chief Tod Carlini stated as part of the public hearing a short PowerPoint presentation will be shown on both the screens at the front and back of the room.

Below is the outline of the PowerPoint presentation regarding the East Fork Fire Protection District Fire Regulations Public Hearing presented by District Deputy Chief/Fire Marshal Amy Ray and Fire Inspector Patrick Mooneyhan:

Deputy Chief Ray started the presentation.

What the Regulations are

- Formal adoption by EFFPD of already established and adopted Codes by Douglas County and the Nevada State Fire Marshal
- Adoption of specific amendments relevant to the unique circumstances within EFFPD (i.e. firefighting water supplies in areas without an established water supply and response times)

What the Regulations are NOT

- They are NOT....
 - A residential fire sprinkler mandate
 - A direct challenge or attempt to undermine the authority of the Douglas County Commission adoption of Ordinance 2022-1604
 - Circumvention of Douglas County Code, Title 20
 - A means for the District to do a "cash grab" to buy new water tenders

Data – Since the Repeal of County Ordinance 2022-1604

- Between 08/18/2022 and 11/28/2022, 36 residential fire protection reviews were conducted
- Eight reviews were in areas within HOA governed subdivisions where residential sprinkler systems are required
- Of the remaining 28 reviews, eight homes would have been required to install residential fire sprinklers
- 20 of the homes reviewed DID NOT require a residential fire sprinkler system
- That's two per month during that time period

Douglas County Ordinance Change

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- With the adoption of Douglas County Code Ordinance (2022-1604), residential fire sprinkler systems are no longer required in residences less than 5,000 square feet and more than 1,000 feet from a fire hydrant, measured by distance of travel
- However, water supply for firefighting and site access are still required for all new homes and both still need to be submitted, evaluated, and approved by the East Fork Fire Protection District prior to any new structures being built on residential lots
- While the County requirements may have changed, the process has not

Fire District Authority

- The Fire District's authority is granted under several provisions of State Law, County Ordinance, and adopted Codes. They include:
 - NRS 474.160: Regulations for furnishing fire protection to the District
 - Title 20, Appendix B as adopted by Douglas County
 - The existing agreement with the Nevada State Fire Marshal Division
 - The provisions of the model codes as adopted by the State Fire Marshal Division under NRS 477.030 and NAC 477.281

Of particular note

- NRS 474.007- Activities of district are separate from activities of county and other political subdivisions
- The activities of a county fire protection district are separate from county activities and any other political subdivision in this State

Deputy Chief Ray stated NRS 474 gives the District the authority and requirement to adopt fire regulations.

Fire Inspector Patrick Mooneyhan continued the PowerPoint presentation.

2018 International Fire Code

- [A] 102.5 Application of residential code. Where structures are designed and constructed in accordance with the International Residential Code, the provisions of this code shall apply as follows:
 1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 shall apply
 2. Administrative, operational and maintenance provisions of this code shall apply

Water Requirements for residential structures

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- 2018 IFC (Douglas County Code and NAC) requires water supply in accordance with 102.5 and Appendix B:
 - 0-3599 square foot: 1000 gallons per minute for 60 minutes = 60,000 gallons
 - 3600 and above: 1500 gallons per minute for 60 minutes = 90,000 gallons
- 2018 WUI (NAC) requires water supply in accordance with Chapter 4:
 - 0-3599 square foot: 1000 gallons per minute for 30 minutes = 30,000 gallons
 - 3600 and above: 1500 gallons per minute for 30 minutes = 45,000 gallons

Residential Water Supply Allowed Reductions

- 2018 IFC Appendix B:
 - B103.3 Areas without water supply systems. For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize NFPA 1142 or the International Wildland-Urban Interface Code

NFPA 1142 criteria

- Under NFPA 1142, eight criteria are established relative to an agency requiring systems. They include:
 1. Limited fire department resources
 2. Extended fire department response time or distance
 3. Potential for delayed discovery of the fire
 4. Limited access
 5. Hazardous vegetation
 6. Structural attachments, such as decks and porches
 7. Unusual terrain
 8. Special uses and unusual occupancies
- The authority having jurisdiction shall be permitted to specify how the water supplies required in this document are provided, considering local conditions and need

NFPA 1142 Water Requirements in Rural Areas

- The International Fire Code and NFPA have requirements for submittal to EFPD for a Residential Fire Protection Audit to determine water supply based on NAC 477, IFC 102.5 and B103.3
 - Water supply for residential construction, in accordance with the requirements of Section 102.5 (1), shall be calculated in accordance with NFPA 1142
 - NFPA 1142 water supply calculations are based on the volume calculation of the total building area (that is everything under a

**EAST FORK FIRE PROTECTION DISTRICT BOARD
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- roof; including garages, covered entry and covered patios), construction type and additional buildings within 50 feet
- All residential plan submittals shall include the explanatory calculations, for verification, in accordance with Chapter 4

Fire Inspector Mooneyhan explained, rather than having a static water supply with a baseline number, this gives an overall picture of what amount of water is needed to put a fire out should the entire structure be compromised.

Deputy Chief Ray continued the PowerPoint presentation.

Regulation options

- For properties in areas without an established water system, homeowners have the following options:
 - Option 1:
 - Voluntary installation of an approved residential fire sprinkler system
 - Option 2:
 - Installation and maintenance of a water tank and devices installed in accordance with the National Fire Protection Association Standards 1142 and 22
 - A Household Fire Alarm System in compliance with NFPA 72 shall be installed
 - Option 3:
 - A one-time fee for service shall be paid to the East Fork Fire Protection District when choosing the Water Supply Initiative
 - A Household Fire Alarm System in compliance with NFPA 72 shall be installed

Water Supply Initiative Fees

Required Fire Flow to a project site:	Fee:
• 0-5,000 gallons	\$5,000
• 5,001-7,500 gallons	\$7,500
• 7,501-10,000 gallons	\$10,000
• 10,001 gallons and greater	\$15,000

Homes 5000 Square Feet and larger

- The District’s proposed regulations and existing Douglas County Code, Title 20, homes with greater than 5,000 square feet shall require a National Fire Protection Association 13-D residential fire sprinkler system. (Nothing new here)
- Title 20, IBC Section 901.8 defines the building area as:
 - 901.8.8 Total building area is defined for the purpose of this section as the total floor area in square feet for all floor levels

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within the exterior walls, or under the horizontal projection of the roof of a building

Regulation Support

- East Fork Professional Firefighters Association, IAFF Local 3726
 - Official correspondence dated November 7, 2022
- East Fork Volunteer Firefighters Association
 - Official correspondence dated November 7, 2022
- The NV State Fire Marshal's Office
 - Official correspondence dated November 3, 2022

Public Outreach and Collaboration Effort

- Four meetings with Douglas County Community Development
- Three meetings with Tahoe Douglas Fire Protection District
- Six consultations with the Nevada State Fire Marshal's Office
- One meeting with insurance agents
- One meeting with the designers, engineers, builders
- Community outreach through media plus published Op-Ed
- Two public outreach and information meetings
- Three presentations to the East Fork Fire District Fire Board
- One public hearing (today) with possible adoption

District Fire Chief Tod Carlini stated the PowerPoint presentation is an overview including the options built into the regulations to address the water supply issue. There has been a lot of effort in trying to reach out to the public and designers. Douglas County Community Development has been included in the process from the beginning and thanked Tom Dallaire and his staff for their participation. He thanked Tahoe Douglas Fire Protection District and stated their regulations are not much different than the regulations East Fork Fire is looking to adopt. His recommendation is to adopt the regulations.

Director Mike Sommers stated upon the adoption of the regulations and the coordination with getting it out into the fire prevention review approvals, where is the District with the void between when the fire ordinance was rescinded by the County, and today, if the resolution is adopted. Are any projects at an in-between stage?

District Fire Chief Carlini explained those projects would fall under the 1142 standard and the project would be based on that.

Director Sommers asked if there are any outstanding projects that need to be notified and inform them they are not in current regulation status.

Deputy Chief Ray stated there was one applicant that was not aware of the regulations moving forward. All other projects are aware of the regulations.

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Director Sommers asked if any of the current applications that have not been finalized are not in accordance with the fire regulations.

Deputy Chief Ray stated current applications all are within the fire regulations.

President Jacques Etchegoyhen opened up public comment.

Patti Graf, a resident, stated she went to the Douglas County Commission meeting in June and was informed, homes under 5,000 square feet can be granted an exemption. She applied for an exemption because she has a HUD (Department of Housing and Urban Development) manufactured home and paid \$30,000 for a WUI (Wildland Urban Interface) package. She was told by the Planning Department that she could file an exemption. She stated during the BOCC meeting it was voted that anything under 5,000 square feet could become exempt. She explained because of the BOCC vote on exemptions her application was not heard, therefore she did not receive an exemption. What legal right does the fire department have to overrule the BOCC vote?

Ms. Graf said she understands that at first a resident would need to install a 35,000-45,000-gallon water tank. She researched the size of a tank that holds that much water and it's very large but now the discussion is regarding charging an additional fee for water tenders. She believes that cost is already included in the homeowner's property taxes. She explained her situation and feels everyone has put her off and now she is in jeopardy of losing money on her HUD home. She feels she was misled and informed she could get fire sprinklers for \$5,000. She can't get a quote under \$35,000 to add fire sprinklers in a 2,000 square foot HUD home. What happens if there is a power outage. The costs keep adding up. If she can't get an exemption, the only other option is to file a lawsuit.

Terry Taylor, a resident, is encouraging fire sprinklers be adopted and asks the Board to also adopt the WUI code today. He knows we are not prepared to deal with the WUI code but by adopting it, it is giving notice to everyone. There is still a lot that needs to be done to properly adopt the WUI code. East Fork Fire is one of the only entities in the surrounding areas that has not adopted the WUI code. He has been lobbying to standardize things.

Mr. Taylor stated he was here when the District was sued for accepting a water tender and lost because a water tender is not fire protection by definition. He is concerned about the water tender issue.

Mr. Taylor understands the regulations are a difficult thing the District is doing but discussion has gone on long enough and it is important this gets adopted now and get started on the WUI code.

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Dave Ruben, a longtime Johnson Lane resident and retired fire service, stated he agrees with Mr. Taylor. He appreciates the Board considering adopting the WUI code and the International Fire Code amendments. He said there has been a lot of discussion focused on access and water supply but would like to talk about Chapter 5 (construction materials) in the WUI code. The State adoption of the WUI code applies to the District, regardless if it's specifically adopted or not because of the State Fire Marshal's Office regulations in rural counties. The WUI code does not go in effect until WUI areas are specifically identified, even though the code is enforced by State adoption. The District has not identified the WUI areas but understands Deputy Chief Ray is working on that with the CWPP.

He is in the process of getting the community he lives in signed up to be Fire Wise. NDF did a risk assessment. The risk assessment is broken down into three areas. He discussed the three areas.

Mr. Ruben encouraged the Board to adopt the regulations and WUI code. He was involved in the State adoption and the State did not adopt Chapter 5 in 2018 because they wanted to leave it up to the local jurisdictions. He would like President Etchegoyhen to address, on record at this meeting, why Chapter 5 is not being adopted at this time and if there is a plan moving forward to adopt it at a later date.

Kris Rowlett, Tahoe Douglas Fire Inspector stated Tahoe Douglas Fire and East Fork Fire are working together on the regulations and TDF plans to move it forward in the first quarter of 2023.

Ms. Graf stated the home she is trying to build is next to Country Lane Estates, there are no trees on her property and even though she is getting the WUI package, it was not necessary.

There was no further public comment.

Public comment closed.

President Etchegoyhen clarified with Legal Counsel Mark Forsberg, the WUI code can be discussed but no action can be taken because it is not part of the agenda item.

Legal Counsel Forsberg stated that is correct.

President Etchegoyhen stated it will be added to a future agenda if the Board desires.

Mr. Ruben stated the WUI code is in the amendment package.

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Deputy Chief Ray stated portions of the WUI code are adopted by the State Fire Marshal’s Office. The requirements in Chapter 5 are not included because it is not part of the State adoption, so the District needs to adopt that portion individually.

President Jacques Etchegoyhen again opened up public comment.

There was no further public comment.

Public comment closed.

Director John Bellona said he would like to make the motion as written. It has been talked about and it’s the right thing to do.

Director Sommers stated he would like to expand on the motion. He would like staff to continue to review additional regulations that might be needed, including Chapter 5 of the WUI, and bring that back to the Board for possible adoption.

Director Bellona confirmed this part can be adopted.

Director Sommers stated that is correct.

MOTION to approve the adoption of Resolution 2022R-007 by which the District adopts regulations set forth in the International Fire Code and all model codes as adopted by the Nevada State Fire Marshal’s Division through NRS 477 and NAC 477, as amended by the District, and under the authority granted to the District by NRS 474.160, effective upon passage.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	John Bellona
SECOND BY:	Barbara Griffin
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

6. For Possible Action. Discussion and possible action to authorize the formal solicitation of bids for the construction of a training prop at Station 14, 1699 County Road, Minden, Nevada. (Tod F. Carlini, District Fire Chief) 10 minutes.

District Fire Chief Tod Carlini stated the training prop will be constructed behind Station 14. It is time for formal solicitation of bids for this project. This project has been in the process for over 3 years. There has been a pause because of COVID and revenue concerns. The project is now at the building

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permit phase but the first thing that needs to be done is formal solicitation of bids. The bids will come back to the Board for approval of an award.

Director Mike Sommers asked if the District has received some of the materials for the training prop.

District Fire Chief Carlini stated some materials have been purchased.

President Etchegoyhen opened up public comment.

There was no public comment.

Public comment closed.

MOTION to approve to authorize the formal solicitation of bids for the construction of a training prop at Station 14, 1699 County Road, Minden, Nevada.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Bernard Curtis
SECOND BY:	John Bellona
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

7. For Possible Action. Discussion and possible action on the adoption of Resolution 2022R-008, which augments the fiscal year 2022-2023 budget for \$1,705,904 to the General Fund and \$25,588 to the Emergency Fund in order to appropriate and amend the opening fund balance based on prior year audit results and previously unbudgeted resources. (Tod F. Carlini, District Fire Chief and Kathy Lewis, CPA, CFO/Director of Finance) 30 minutes.

District Fire Chief Tod Carlini stated as part of the augmentation a short PowerPoint presentation will be shown on both the screens at the front and back of the room.

Below is the outline of the PowerPoint presentation presented by District Fire Chief Carlini and Director of Finance Kathy Lewis:

Director of Finance Lewis started the presentation.

Purpose of Augmentations:

- Nevada Revised Statutes (NRS) 354.598005 allows for and provides guidelines for local governments to augment their budgets if anticipated

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resources actually available during the budget period exceed those estimated.

- Typically, staff brings augmentations before the Board two or three times a year for such things as bringing forward a budget for already approved purchase orders and projects from the prior fiscal year; amending the opening fund balance based on prior year audit results; and, to augment additional revenue and deferred funds, such as payments for wildland fire responses.
- This is the first augmentation for the 2022-2023 fiscal year. This augmentation is to amend the budget and opening fund balance based on the prior year audit results and to augment additional revenues received and seek approval for reinforcing certain line items and for additional expenditures, usually as a “one time” purchase. This augmentation also transfers funds to the Emergency Fund, increases the ending fund balance, and pays down one year of debt service.

Director of Finance Lewis stated the augmentation also includes the fire billings.

District Fire Chief Carlini continued the presentation.

Goals of December 2022 Augment:

- Fund the FY23/24 loss of the Emergency Management Contract revenue
- Provide additional funding to supplement AFG Grant for SCBA’s
- Start to address increase in PERS contribution rates effective July, 2023
- Pay additional principal payment towards outstanding debt
- Continue to contribute to Emergency Fund
- Address expenditures that have increased in cost since the budget was adopted
- Increase budget for planned Training Center
- Replace Fire Shelters ahead of Fire Season (Safety and Compliance)

Director of Finance Lewis continued the presentation.

General Fund Augmented Revenues:

- Chart was shown (included in the backup information) outlining the general fund augmented revenues

General Fund Augmented Expenditures:

- Chart was shown (included in the backup information) outlining the general fund augmented expenditures

Director of Finance Lewis stated almost 50% of the augment applies to things that have already taken place.

Outstanding Debt Reduction:

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- With Payment of \$148,000 in Principal
 - The District reduced the outstanding debt obligation by another 6 months!
 - The District is currently schedule to pay-off debt a year and half sooner than originally planned
 - The District will save an additional \$8,258.40 in interest
 - With the extra payments, the amount saved for the District is \$27,881.40 in interest in total.

By making an extra payment, the debt will be paid off October 1, 2025, instead of April 1, 2027.

Director Mike Sommers asked what the interest rate is between this bond and the District's investments.

Director of Finance Lewis does not know, but will look into it and let him know.

Emergency Fund Augmentation:

- With transfer of \$25,000 from General Fund and Adjusting Beginning Fund Balance, the new balance in the Emergency Fund is \$326,431.

Director of Finance Lewis stated the board packet includes a detailed budget, state forms required that are sent to the State and proof of publication.

Director Sommers asked if doing this augmentation now is a little premature.

Director of Finance Lewis stated there has been discussion on the appropriate time to do the augmentation and the nice thing about doing the augmentations at the 6-month and 11-month is that it sets things up for the start of the budget. She would not feel comfortable augmenting the state consolidated tax at this time.

Director Sommers stated he wouldn't feel comfortable either, that is why he is suggesting on waiting until farther down the road. He suggested doing 1 augmentation at the 11-month instead of doing 2 augmentations.

Director of Finance Lewis feels it makes things clearer and more upfront to present two augmentations.

District Fire Chief Carlini feels doing an augmentation every 6 months gives a clear picture. An amount was added to the contingency fund this time, which gives a buffer for unseen issues that may arise.

Director Sommers asked District Fire Chief Carlini if the augmentation is more of an informative cushion.

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District Fire Chief Carlini stated yes, and it takes the budget up-to-date in terms to where the District stands at 6 months.

Director Barbara Griffin said she likes the augmentation being done every 6 months. She feels it provides a clearer picture.

President Jacques Etchegoyhen opened up public comment.

There was no public comment.

Public comment closed.

MOTION to approve the adoption of Resolution 2022R-008, which augments the fiscal year 2022-2023 budget for \$1,705,904 to the General Fund and \$25,588 to the Emergency Fund in order to appropriate and amend the opening fund balance based on prior year audit results and previously unbudgeted resources.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Bernard Curtis
SECOND BY:	Mike Sommers
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

8. For Presentation Only. Reports/updates from East Fork Professional Firefighters Association concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 5 minutes.

President, East Fork Fire Professional Firefighters Association, Kevin May noted:

- Very busy past few months
- Thanked Director Barbara Griffin for joining the Association in delivering an \$8,000 check for Share Your Christmas Food Drive. An additional \$2,000 was discovered. A total amount of \$10,000 was donated to the Food Closet
- The Association, along with Director Mike Sommers and Secretary Bernard Curtis, delivered a donation during the turkey drive to Moxy Up, which is a youth program within the community and the food closet
- Association election will be taking place December 22 through January 9
- Thanked everyone for their support and looks forward to 2023

9. For Presentation Only. Reports/updates from East Fork Volunteer Firefighters Association concerning the various assignments and

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committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 5 minutes.

Volunteer Liaison, Elaine Pace noted:

- Had over 12 volunteers at the Carson Valley Inn Food Drive
- Wished everyone a happy holiday

President May, East Fork Fire Professional Firefighters Association, thanked the volunteers for representing the Fire District at the food drive.

10. For Presentation Only. Reports/updates from District Board Members and Administration concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (Jacques Etchegoyhen, President) 10 Minutes.

Deputy Chief of Operations Scott Gorgon noted:

- Working on the Standard of Cover
- The personnel continue to work on the best practices
- Wished everyone a happy holiday

Director of Administrative Services Lisa Owen noted:

- Busy with open enrollment
- Busy with upcoming recruitments

Deputy Chief/Fire Marshal Amy Ray noted:

- Now that the regulations have been approved, the next step is to post the regulations on the website and make it available to all
- Continue to work on the CWPP
- Continue to work on submitted projects and inspections
- Moving NV Energy crews around to support where they are needed

Deputy Chief Training and Safety Larry Goss noted:

- Very busy helping support HR, recruitment and job description details
- Working on IT projects
- Recently sent out the 2023 training plan

Legal Counsel Mark Forsberg noted:

- Wished everyone a happy holiday

CPA, CFO/Director of Finance Kathy Lewis noted:

- Wished everyone a happy holiday
- Working on year-end
- Getting started on the budget

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Director Mike Sommers noted:

- Wished everyone a happy holiday and New Year
- Looking forward to 2023

Secretary Bernard Curtis noted:

- No report

President Jacques Etchegoyhen noted:

- Wished everyone a happy holiday

Director Barbara Griffin noted:

- Thanked all staff for their hard work on the regulations
- Thanked the Association for the ride in the fire engine
- Wished everyone a Merry Christmas and happy New Year

Director John Bellona noted:

- Recommends bringing Chapter 5 of the WUI code back for discussion at the next Board meeting
- Firefighter Appreciation Dinner will take place on April 1, 2023
- Wished everyone a happy holiday

District Fire Chief Tod Carlini noted:

- Station 15 project underway
- Planning on holding a re-ceremony dedication when the Station 15 project is complete
- NV Energy contract will expire June 30, 2023. Need to start looking into entering into a new agreement
- Standard of Cover document will be brought forward next year along with a structural draft of the strategic plan
- Retrofit of brush engine underway
- Thanked the Board members that attended the photoshoot with the County for the new ambulance
- Thanked everyone that put the ambulance in service in 3 days
- There is an ambulance under the remount process and a third unit underway with the new budget
- Will start the budget
- Many existing service contracts will be expiring, so those will be brought forward next year
- Thanked everyone for an excellent 2022. There was a significant amount of progress made
- Contract reopeners will start in February. He thanked the Labor Association
- Thanked the Volunteer Association for all their hard work
- There is one personnel vacancy that is in the process of being filled
- There may be a couple potential fuels crew/seasonal vacancies

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- Wished everyone a Merry Christmas and a Happy New Year

ADJOURNMENT

11. For Possible Action. Discussion and possible action to adjourn the East Fork Fire Protection District Board Meeting. (Jacques Etchegoyhen, President) 5 Minutes.

MOTION to adjourn; carried.

RESULT:	APPROVED [UNANIMOUS]
MOTION BY:	Mike Sommers
SECOND BY:	Barbara Griffin
AYES:	Bellona, Griffin, Curtis, Etchegoyhen, Sommers
NAYS:	
ABSENT:	

There being no further business to come before the Board, the meeting adjourned at 2:08 pm.

Respectfully submitted:

Jacques Etchegoyhen, President
East Fork Fire Protection District

ATTEST:

Holly Megee, Board Clerk
East Fork Fire Protection District

PROCLAMATION NO. 2023P-01



In Recognition and Appreciation of Mr. Ron Sagen Upon His Retirement and 30 Years of Public Service

WHEREAS, Ron Sagen has served as employee of Douglas County for 30 years in various capacities within the Douglas County 911 Emergency Communications Center; and,

WHEREAS, Ron Sagen has most recently served as the 911 Emergency Communications Center Director and will be retiring soon; and,

WHEREAS, The East Fork Fire Protection District currently receives emergency dispatch and communications services from Douglas County's 911 Emergency Communications Center; and,

WHEREAS, Ron Sagen, during the entire course of his employment has always been considered a "Team Player", always putting the needs of the District's constituency first; and,

WHEREAS, Ron Sagen was instrumental in having the Douglas County 911 Emergency Communications Center recognized as an Emergency Fire Dispatch Center of Excellence on March 17, 2017, by the Board of Accreditation of the International Academies of Emergency Dispatch (IAED), being the first in the state of Nevada and the 36th such center in the world; and,

WHEREAS, Ron Sagen has set a high standard of ethics and interlocal cooperation with those he has worked with; and,

WHEREAS, Ron Sagen has demonstrated on numerous occasions during the course of his employment his ability to manage crisis situations, be they isolated events or regional disasters, both natural and human caused; and,

WHEREAS, Ron Sagen has always strived to acquire and deploy the latest in technologies necessary to meet the mission, doing so with a high level of fiscal responsibility; and,

WHEREAS, Ron Sagen will be missed as the individual he is and the historical knowledge he holds and accumulated over such a long and consistent tenure; and,

WHEREAS, Ron Sagen has been a dependable, knowledgeable, and loyal employee of the County throughout his entire employment;

NOW, THEREFORE, BE IT PROCLAIMED, by the East Fork Fire Protection District to recognize with this PROCLAMATION, our deep appreciation for his 30 years of employment and service to the citizens and visitors of the District, Douglas County, and the State of Nevada and extend our very best wishes to you with your retirement and future endeavors.

Presented this 17th day of January 2023

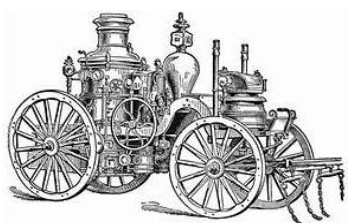
EAST FORK FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

Jacques Etchegoyhen, President

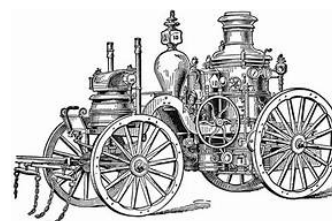
Bernard Curtis, Secretary

Barbara Griffin, Director

Michael Sommers, Director



John Bellona, Director



East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action regarding Proclamation 2023P-02 recognizing Robert Spellberg on his 35 years of volunteer service and participation with the East Fork Fire Protection District and the Ranchos Volunteer Fire/Rescue. (Tod F. Carlini, District Fire Chief) 5 minutes.

2. **Recommended Motion:** Motion to approve Proclamation 2023P-02 recognizing Robert Spellberg on his 35 years of volunteer service and participation with the East Fork Fire Protection District and the Ranchos Volunteer Fire/Rescue.

3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** January 17, 2023 **Time Required:** 5 minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:** Robert Spellberg of the Ranchos Volunteer Fire/Rescue has achieved a milestone of being a volunteer for over 35 years with the District. He has served as a Volunteer of the Ranchos Volunteer Fire/Rescue. This Proclamation officially acknowledges those years of service with great appreciation for his continued volunteer service with the District as a Logistical Volunteer.

8. **Reviewed by:**

<u> </u> District Fire Chief	<u> </u> Board President
<u> </u> Legal Counsel	<u> </u> Other

9. **Board Action:**

<u> </u> Approved	<u> </u> Approved with Modifications
<u> </u> Denied	<u> </u> Deferred
<u> </u> Other	

Agenda Item # 6

PROCLAMATION NO. 2023P-02



A PROCLAMATION RECOGNIZING BOB SPELLBERG FOR 35 YEARS OF DEDICATED VOLUNTEER SERVICE TO THE EAST FORK FIRE PROTECTION DISTRICT

WHEREAS, Bob Spellberg became a Volunteer Firefighter with the Ranchos Fire Rescue on January 26, 1988; and,

WHEREAS, Bob Spellberg volunteered in the capacity of Volunteer Firefighter, Volunteer Fire Officer, and Volunteer Fire Chief during the course of his thirty-five years, performing the duties assigned to a Volunteer Firefighter and Fire Officer during his tenure; and,

WHEREAS, Bob Spellberg achieved several levels of certifications, including Entry Level Firefighter, Apparatus Operator, Intermediate Trauma Life Support, Basic and Advanced Extrication, Training Officer, Live Fire Burn Instructor, and Red Carded wildland firefighter; and,

WHEREAS, Bob Spellberg participated in many of the District's most significant events over the past thirty-five years; and,

WHEREAS, Bob Spellberg has always represented the East Fork Fire Protection District and the Volunteer Fire Service in a professional and ethical manner; and,

WHEREAS, Bob Spellberg has been a dependable, knowledgeable, and loyal volunteer of the District throughout his entire volunteer service as an Attack Firefighter, Logistical Firefighter, and now Support Member;

NOW, THEREFORE, BE IT PROCLAIMED by the East Fork Fire Protection District Board of Directors that they wish to extend their deep appreciation to Bob Spellberg for his thirty-five years of commitment and dedication to the East Fork Fire Protection District.

Adopted this 17th day of January 2023

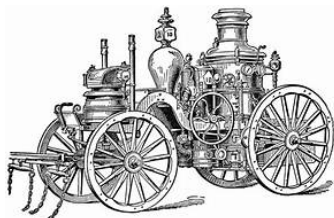
EAST FORK FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

Jacques Etchegoyhen, President

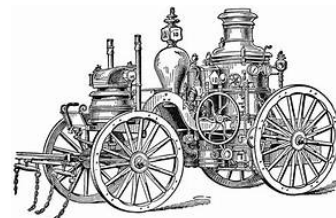
Bernard Curtis, Secretary

Barbara Griffin, Director

Mike Sommers, Director



John Bellona, Director



East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to accept the report on general ledger cash balances as of December 31, 2022. (Kathy Lewis, CPA, CFO/Director of Finance)

2. **Recommended Motion:** Motion to accept the report on general ledger cash balances as of December 31, 2022.

3. **Funds Available:** NA **Amount:** \$5,573,464.98

Fund Name: General, Emergency **Account Number:** Various

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** January 17, 2023 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** The attached “Cash Cross Fund” report reflects the cash balances currently recorded in the District's general ledger or official accounting record. General ledger cash balances may differ from cash balances reported in the treasury.

8. **Reviewed by:**

_____ District Fire Chief	_____ Board President
_____ Legal Counsel	_____ Other

9. **Board Action:**

_____ Approved	_____ Approved with Modifications
_____ Denied	_____ Deferred
_____ Other	

Agenda Item # 7A

East Fork Fire Protection District

Cash Cross Fund Report

As of:

December-22

Fund #	Fund Name	Account #	Account Description	Beginning of Month Balance	Changes	Ending of Month Balance
650	General Fund	101.650	Cash in Bank - EFFPD	1,362,198.94	(355,709.63)	1,006,489.31
650	General Fund	101.701	LGIP - Local Govt Investment Pool	4,949,626.99	(714,328.76)	4,235,298.23
650	General Fund	101.703	Reserve Account - Pitney Bowes	1,594.00	750.00	2,344.00
650	General Fund	102.000	Petty Cash	100.00	-	100.00
Fund Total				6,313,519.93	(1,069,288.39)	5,244,231.54
651	Emergency Fund	101.650	Cash in Bank - EFFPD	-	-	-
651	Emergency Fund	101.701	LGIP	303,578.93	25,654.51	329,233.44
Fund Total				303,578.93	25,654.51	329,233.44
Grand Total: 2 Funds				6,617,098.86	(1,043,633.88)	5,573,464.98

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in December 2022 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)

2. **Recommended Motion:** Motion to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in December 2022 per NRS 474.210.

3. **Funds Available:** Yes **Amount:** \$904,893.78

Fund Name: General **Account Number:** Various

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** January 17, 2023 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** Attached is a list of checks issued for accounts payable, cash disbursements/automatic withdrawals and transfers for the dates noted above.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

Agenda Item # 7B

Company Name: East Fork Fire Protection District
Report Name: Payables for Prior Month
Created On: 1/3/2023
Fund: All Funds--All Funds

Type	Date	Check No.	Payee Name	Transaction Amount
Check	12/1/2022	10001	Braun NW, Inc	234,683.00
Record Transfer	12/1/2022		State of NV - DCP	28,055.09
Check	12/2/2022	10385	ABE Printing	175.96
Check	12/2/2022	10386	Ace Hardware	49.98
Check	12/2/2022	10387	Ahern Rentals	39.99
Check	12/2/2022	10388	Airtec Gases	197.08
Check	12/2/2022	10389	AT&T Mobility	1,423.67
Check	12/2/2022	10390	California Generator Service	3,633.21
Check	12/2/2022	10391	Carson Dodge Chrysler	81.60
Check	12/2/2022	10392	Chad Sheldrew	311.00
Check	12/2/2022	10393	Cintas	598.92
Check	12/2/2022	10394	Coastal Aire & Sheet Metal Inc	10,978.00
Check	12/2/2022	10395	Creative Consulting Solutions, LLC	6,000.00
Check	12/2/2022	10396	Deborah Higginson	65.00
Check	12/2/2022	10397	Douglas County Treasurer	960.20
Check	12/2/2022	10398	Flyers Energy LLC	8,922.12
Check	12/2/2022	10399	Frontier Communications	2,916.46
Check	12/2/2022	10400	Guided Truck & Equipment	2,671.17
Check	12/2/2022	10401	Henry Schein, Inc	3,157.50
Check	12/2/2022	10402	Hunt & Sons, Inc	115.00
Check	12/2/2022	10403	ITLS of Nevada	410.00
Check	12/2/2022	10404	Kronos Incorporated	65.18
Check	12/2/2022	10405	Lehr Auto	1,196.06
Check	12/2/2022	10406	Les Schwab Tire Centers of Nevada	1,551.52
Check	12/2/2022	10407	Life-Assist, Inc	378.85
Check	12/2/2022	10408	LN Curtis	796.35
Check	12/2/2022	10409	Mason Jackson	311.00
Check	12/2/2022	10410	Midstate Automotive Equipment	530.00
Check	12/2/2022	10411	Nu-Systems, Inc	329.44
Check	12/2/2022	10412	O'Reilly Auto Parts	999.08
Check	12/2/2022	10413	Overhead Door	294.00
Check	12/2/2022	10414	Ray Morgan	400.84
Check	12/2/2022	10415	REMSA	128.00
Check	12/2/2022	10416	Riley Plumbing & Heating LTD	165.00
Check	12/2/2022	10417	Siddons-Martin Emergency Group	1,612.00
Check	12/2/2022	10418	Southwest Gas Corporation	2,342.67
Check	12/2/2022	10419	Three Castles Engineering	2,439.00
Check	12/2/2022	10420	Topaz Ranch Estates GID & Water Co.	80.00
Check	12/2/2022	10421	Town of Minden	539.10
Check	12/2/2022	10422	Yahir Pina	533.29
Check	12/2/2022	10423	Zoll Data Systems, Inc	4,489.15
Record Transfer	12/2/2022		Cybersource	5.99
Record Transfer	12/2/2022		AuthorizeNet	25.00
Record Transfer	12/2/2022		VOYA Benefit Strategies	8,957.47
Record Transfer	12/2/2022		Bank of America CC - EF	10,036.03
Record Transfer	12/2/2022		Aetna Life Insurance	155,718.94
Record Transfer	12/2/2022		Bank of America CC - Visa	958.87
Record Transfer	12/2/2022		Waystar	835.91
Record Transfer	12/5/2022		Aflac	911.42
Record Transfer	12/8/2022		VOYA Benefit Strategies	48.45
Check	12/9/2022	10424	Airtec Gases	78.90
Check	12/9/2022	10425	Amazon Business	2,017.63

Company Name: East Fork Fire Protection District
Report Name: Payables for Prior Month
Created On: 1/3/2023
Fund: All Funds--All Funds

Type	Date	Check No.	Payee Name	Transaction Amount
Check	12/9/2022	10426	Bound Tree Medical, LLC	749.92
Check	12/9/2022	10427	Conway Communications	90.00
Check	12/9/2022	10428	Flyers Energy LLC	3,625.70
Check	12/9/2022	10429	Gerald Campbell	50.00
Check	12/9/2022	10430	Hi-Tech EVS, Inc	245.45
Check	12/9/2022	10431	Life-Assist, Inc	730.00
Check	12/9/2022	10432	Oshinski & Forsberg, Ltd.	1,631.25
Check	12/9/2022	10433	Parts House	723.75
Check	12/9/2022	10434	RO Anderson	1,961.25
Check	12/9/2022	10435	Silver State International	1,378.36
Check	12/9/2022	10436	Xerox Corporation	568.60
Check	12/9/2022	10437	Ace Hardware	1,349.94
Check	12/9/2022	10438	Ahern Rentals	20.00
Check	12/9/2022	10439	Building Services of CA & NV, LLC	525.00
Check	12/9/2022	10440	Campora Propane	1,390.62
Check	12/9/2022	10441	Cintas	90.06
Check	12/9/2022	10442	Frontier Communications	54.99
Check	12/9/2022	10443	Gardnerville Water Company	199.60
Check	12/9/2022	10444	Pacific Shredding	28.89
Check	12/9/2022	10445	Uniformity of Nevada LLC	513.71
Record Transfer	12/14/2022		Optum Financial	89.26
Record Transfer	12/15/2022		Public Employees' Retirement System of Nevada	264,812.00
Record Transfer	12/15/2022		State of NV - DCP	19,453.81
Record Transfer	12/15/2022		Bank of America- Checking	172.05
Check	12/16/2022	10446	A Sign Shop	675.00
Check	12/16/2022	10447	Ace Hardware	182.52
Check	12/16/2022	10448	BLD Consulting	1,000.00
Check	12/16/2022	10449	Central Sierra Construction, Inc.	14,280.75
Check	12/16/2022	10450	Cintas	272.37
Check	12/16/2022	10451	CMC Tire Inc	4,467.54
Check	12/16/2022	10452	Daniel Shocket	12,000.00
Check	12/16/2022	10453	Douglas County Utilities	1,519.99
Check	12/16/2022	10454	Douglas Disposal	2,536.34
Check	12/16/2022	10455	Gardnerville Ranchos GID	203.60
Check	12/16/2022	10456	Guided Truck & Equipment	109.76
Check	12/16/2022	10457	Henry Schein, Inc	2,430.10
Check	12/16/2022	10458	Impact Construction	1,350.00
Check	12/16/2022	10459	Les Schwab Tire Centers of Nevada	538.88
Check	12/16/2022	10460	LN Curtis	86.33
Check	12/16/2022	10461	Med-Tech Resources Inc	359.66
Check	12/16/2022	10462	O'Reilly Auto Parts	34.19
Check	12/16/2022	10463	Pacific Shredding	57.78
Check	12/16/2022	10464	Sky Dwinell	999.00
Check	12/16/2022	10465	SMG Fire Consulting Group LLC	13,906.50
Check	12/16/2022	10466	TASC Client Services	376.00
Check	12/16/2022	10467	Waystar	873.33
Check	12/16/2022	10468	Wharton Concrete	184.81
Record Transfer	12/16/2022		Standard Insurance Company	645.24
Record Transfer	12/16/2022		VSP	1,228.41
Record Transfer	12/16/2022		VOYA Benefit Strategies	8,857.47
Record Transfer	12/16/2022		VOYA Benefit Strategies	71.25
Record Transfer	12/20/2022		Pitney Bowes Inc, Reserve Account	1,000.00

Company Name: East Fork Fire Protection District
Report Name: Payables for Prior Month
Created On: 1/3/2023
Fund: All Funds--All Funds

Type	Date	Check No.	Payee Name	Transaction Amount
Record Transfer	12/20/2022		TriZetto	50.00
Check	12/23/2022	10469	Aaron Ghysels	32.00
Check	12/23/2022	10470	Airtec Gases	132.35
Check	12/23/2022	10471	Campora Propane	1,356.62
Check	12/23/2022	10472	Cintas	217.12
Check	12/23/2022	10473	Damon Morelli	619.50
Check	12/23/2022	10474	Flyers Energy LLC	3,623.04
Check	12/23/2022	10475	Frontier Communications	3,039.40
Check	12/23/2022	10476	Henry Schein, Inc	297.08
Check	12/23/2022	10477	Les Schwab Tire Centers of Nevada	1,171.84
Check	12/23/2022	10478	Overhead Door	360.00
Check	12/23/2022	10479	Siddons-Martin Emergency Group	758.65
Check	12/23/2022	10480	Sierra Electronics	2,796.00
Check	12/23/2022	10481	Silver State International	594.77
Check	12/23/2022	10482	Sinnett Consulting	175.00
Check	12/23/2022	10483	Summit Fire & Security	430.52
Check	12/23/2022	10484	Topaz Ranch Estates GID & Water Co.	118.25
Check	12/23/2022	10485	ZOLL Medical Corporation	9,954.00
Record Transfer	12/23/2022		Standard Insurance Company	3,601.28
Record Transfer	12/23/2022		Standard Insurance Company	645.24

Sum Total

904,893.78

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve payroll expenses paid in December 2022 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)

2. **Recommended Motion:** Motion to approve payroll expenses paid in December 2022 per NRS 474.210.

3. **Funds Available:** Yes **Amount:** \$1,945,978.38

Fund Name: General **Account Number:** Various

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** January 17, 2023 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** Attached is the summarized payroll registers for the month. Please note, total costs reported are gross earnings, East Fork Fire Protection District paid deduction and taxes (employer).

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

Agenda Item # 7C



EAST FORK FIRE (6142201)
 1694 COUNTY ROAD
 Minden, NV 89423
 United States

Payroll Register (By Account)
Board Report - Payroll Summary

Pay Dates: 12/01/2022-12/31/2022

Report Total

# of EE's - 99 / # of Statements - 293									
Pay Type	Hrs	Amt	Deduction	EE Amt	ER Amt	Taxes	Amt	Net Pay	Amt
NVE-Reg	1646.00	42,244.65	NVPERS Fire	-	367,651.96	FIT	200,521.97	Direct Deposit	1,032,579.14
Regular	25228.75	795,784.59	NVPERS Reg	-	35,070.95	Additional Medi	1,078.18	Check	21,028.28
WC	670.50	19,088.09	Dist Paid Dent	-	7,626.87	MEDI	19,747.07	Totals:	1,053,607.42
Act-REG	427.50	-	Dist Paid Life	-	542.47	SIT:CA	1,536.82		
ER REG	-	-	Dist Paid Vis	-	1,094.66	Totals:	222,884.04		
FTO-REG	-	-	Dist Pd Med	-	132,859.09	MEDI	19,747.07		
NVE Act-REG	100.00	-	Donate	300.00	-	SUTA:NV	-		
Prec-REG	-	-	HSA Acct Fee	-	200.25	ER Totals:	19,747.07		
FLSA	597.00	17,498.56	HSA Fam 55	633.32	-	All Totals:	242,631.11		
HIW	-	1,350.00	HSA Ind 55	875.00	-				
OT	3707.75	168,978.53	HSA Pre Fam	15,039.14	-				
NVEOT	54.00	2,104.33	HSA Pre Ind	1,267.48	-				
Act-OT	447.50	20,186.33	HSA Special	-	-				
NVE-ActOT	-	-	457 Roth post t	21,609.87	-				
Prec-OT	-	-	457-%	44,092.10	-				
C1	156.00	11,858.75	457-CU	-	-				
Act-C1	24.00	1,601.05	457Roth-CU	-	-				
C3	-	-	EFC	2,644.59	-				
Act-RTW	-	-	EFC2	1,384.62	-				
RTW	63.00	3,570.54	FICA Alt	-	-				
ActInc-CB	24.00	240.16	SP SPRT	1,912.00	-				
ActInc-OT	447.50	2,438.92	WANV	8.00	-				
ActInc-RTW	17.50	116.74	ERSF	13.50	-				
ActInc-Reg	427.50	1,242.20	ERSF2	9.00	-				
FTOInc Reg	-	-	Union Dues	13,126.86	-				
NVActInc-REG	100.00	255.60	NPT	188.00	-				
PrecInc-OT	-	-	Vol EE Life	494.59	-				
PrecInc-Reg	-	-	Vol EE AD&D	-179.20	-				
PRInc-Reg	240.00	433.92	Vol Life Spouse	-44.01	-				
PrmInc-Reg	8032.00	12,599.52	Vol Spouse AD&	77.78	-				
PrmInc-FLSA	213.00	332.84	Vol Child Life	11.56	-				
PrmInc-OT	1754.25	4,174.07	Vol Child AD&D	-3.24	-				
PrmInc-CB	156.00	473.41	Vol Acc	615.30	-				
PrmInc-RTW	17.50	58.37	Vol LTD	-294.08	-				
HazInc-Reg	2896.00	3,060.18	Vol-A-ACC	102.58	-				
HazInc-FLSA	69.00	71.38	Vol-A-CanPro	216.92	-				

--More--





EAST FORK FIRE (6142201)
 1694 COUNTY ROAD
 Minden, NV 89423
 United States

Payroll Register (By Account)
Board Report - Payroll Summary

Pay Dates: 12/01/2022-12/31/2022

Report Total

# of EE's - 99 / # of Statements - 293									
Pay Type	Hrs	Amt	Deduction	EE Amt	ER Amt	Taxes	Amt	Net Pay	Amt
HazInc-OT	553.50	862.68	Vol-A-Crit	41.22	-				
HazInc-CB	96.00	224.88	Vol-A-HOSP	106.74	-				
HazInc-RTW	-	-	Vol-A-STD	443.96	-				
TSInc-Reg	1008.00	4,034.70	Totals:	104,693.60	545,046.25				
TSInc-FLSA	27.00	108.00							
TSInc-OT	393.00	2,359.52							
TSInc-CB	24.00	192.13							
AsInc-Reg	2688.00	3,360.18							
AsInc-FLSA	72.00	90.00							
AsInc-OT	642.50	1,789.04							
AsInc-CB	72.00	147.39							
AsInc-RTW	-	-							
WdInc-Reg	672.00	601.20							
WdInc-FLSA	18.00	16.08							
WdInc-OT	144.00	193.24							
WdInc-CB	48.00	85.88							
AV	493.25	17,820.58							
AV-BuyBack	72.00	4,073.14							
PrecPay	-	-							
ALU	40.00	3,261.94							
AS	307.50	10,173.55							
AS-BuyBack	-	-							
CU	131.00	3,802.25							
PDU	437.50	-							
PDU 40	40.00	1,213.32							
CE	-	-							
CLE	365.00	-							
NVE-CLE	17.00	-							
H-Work	-	-							
HSP	4464.00	141,138.43							
Holiday	372.00	14,985.10							
AsInc-HSP	576.00	720.03							
HazInc-HSP	504.00	655.74							
PrmInc-HSP	1656.00	2,699.94							
TSInc-HSP	144.00	864.57							
WdInc-HSP	144.00	128.82							

--More--



EAST FORK FIRE (6142201)
 1694 COUNTY ROAD
 Minden, NV 89423
 United States

Payroll Register (By Account)
Board Report - Payroll Summary

Pay Dates: 12/01/2022-12/31/2022

Report Total

of EE's - 99 / # of Statements - 293

Pay Type	Hrs	Amt	Deduction	EE Amt	ER Amt	Taxes	Amt	Net Pay	Amt
LWOP	-	-							
Sick Used	1821.00	-							
VU	997.50	-							
CLU-56	436.50	-							
UN	-	-							
UN-40	-	-							
CPS	-	420.00							
UP	-	53,900.00							
Board PERS	-	600.00							
Board Non	-	900.00							
Admin Used	-	-							
RET-NON-PERS	-	-							
RET-PERS	-	-							
PERS Wages	-	939,965.89							
PERS Cont	-	398,240.13							
Totals:	62390.50	1,381,185.06							

Total District Liability for Payroll:	
Earnings	\$1,381,185.06
Employer Deductions:	\$ 545,046.25
Employer Taxes:	\$ 19,747.07
Total	\$1,945,978.38



East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the Procurement Card Transactions paid in December 2022 per NRS 474.210. (Kathy Lewis, CPA, CFO/Director of Finance)

2. **Recommended Motion:** Motion to approve the Procurement Card Transactions paid in December 2022 per NRS 474.210.

3. **Funds Available:** Yes **Amount:** \$11,120.42

Fund Name: General **Account Number:** Various

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** January 17, 2023 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** Attached is the Report of Procurement Card Transactions for the period noted above.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

Agenda Item # 7D

East Fork Fire Protection District
 Procurement Card Transactions charged in December 2022

BofA CC - EF	11/29/2022	HOLLY MEGEE	DOUGLAS COUNTY RECORDER	\$	80.00
BofA CC - EF	11/29/2022	HOLLY MEGEE	GOVOLUTION * SERVICE F	\$	2.00
BofA CC - EF	11/30/2022	ERICA AMATORE	FSP*REMSA	\$	300.00
BofA CC - EF	12/1/2022	CHAD SHELDREW	RENO-TAHOE AIRPORT AUT	\$	58.00
BofA CC - EF	12/1/2022	VINCE WEAVER	THE HOME DEPOT #3312	\$	119.74
BofA CC - EF	12/2/2022	KEVIN REPAN	THE HOME DEPOT #3312	\$	44.93
BofA CC - EF	12/2/2022	KATHY LEWIS	DOUGLAS COUNTY	\$	2,048.05
BofA CC - EF	12/2/2022	AARON LEISING	THE HOME DEPOT #3312	\$	100.00
BofA CC - EF	12/2/2022	AARON LEISING	THE HOME DEPOT #3312	\$	(34.07)
BofA CC - EF	12/5/2022	LARRY GOSS	WM SUPERCENTER #5864	\$	36.96
BofA CC - EF	12/5/2022	LARRY GOSS	WM SUPERCENTER #5864	\$	36.96
BofA CC - EF	12/5/2022	ERICA AMATORE	FSP*REMSA	\$	300.00
BofA CC - EF	12/5/2022	ACCOUNTS PAYABLE	WWW.1AND1.COM	\$	84.00
BofA CC - EF	12/6/2022	TONI BRAGA	ALPHA CARD SYSTEMS LLC	\$	19.94
BofA CC - EF	12/6/2022	LARRY GOSS	WM SUPERCENTER #5864	\$	(36.96)
BofA CC - EF	12/6/2022	CHAD SHELDREW	THE HOME DEPOT #3312	\$	110.62
BofA CC - EF	12/6/2022	VINCE WEAVER	THE HOME DEPOT #3312	\$	84.98
BofA CC - EF	12/6/2022	AMY RAY	INT'L CODE COUNCIL INC	\$	145.00
BofA CC - EF	12/7/2022	MATT KRUSE	DMV-02	\$	1.00
BofA CC - EF	12/7/2022	CHAD SHELDREW	COVERCRAFT DIRECT	\$	351.12
BofA CC - EF	12/8/2022	ACCOUNTS PAYABLE	SPECTRUM	\$	608.10
BofA CC - EF	12/8/2022	ACCOUNTS PAYABLE	DTV*DIRECTV SERVICE	\$	156.98
BofA CC - EF	12/9/2022	ERICA AMATORE	FSP*REMSA	\$	(440.00)
BofA CC - EF	12/13/2022	ERICA AMATORE	LOWES #01024*	\$	631.98
BofA CC - EF	12/13/2022	ERICA AMATORE	FSP*REMSA	\$	(440.00)
BofA CC - EF	12/13/2022	TROY VALENZUELA	TWILIO INC	\$	40.01
BofA CC - EF	12/16/2022	SCOTT GORGON	BEST BUY MHT 00008508	\$	1,699.96
BofA CC - EF	12/17/2022	SKY DWINELL	STARBUCKS STORE 06732	\$	100.68
BofA CC - EF	12/18/2022	ANDREW CHRZANOWSKI	WAL-MART #5864	\$	33.28
BofA CC - EF	12/18/2022	ACCOUNTS PAYABLE	FEDEX 68263345	\$	33.24
BofA CC - EF	12/19/2022	SCOTT GORGON	UNIFORMITY OF NEVADA L	\$	49.97
BofA CC - EF	12/21/2022	DUSTIN WEISZ	ACT*CAFireMechanics	\$	735.00
BofA CC - EF	12/21/2022	ACCOUNTS PAYABLE	WASTE MGMT WM EZPAY	\$	94.98
BofA CC - EF	12/22/2022	ERICA AMATORE	rentalcars.com	\$	241.66
BofA CC - EF	12/22/2022	ERICA AMATORE	UNITED 01624541245445	\$	295.20
BofA CC - EF	12/22/2022	ERICA AMATORE	UNITED 01624541245456	\$	295.20
BofA CC - EF	12/22/2022	ERICA AMATORE	UNITED 01698189273513	\$	97.00
BofA CC - EF	12/22/2022	ERICA AMATORE	UNITED 01698189273524	\$	97.00
BofA CC - EF	12/22/2022	ERICA AMATORE	UNITED 01698189273535	\$	97.00
BofA CC - EF	12/22/2022	ERICA AMATORE	UNITED 01698189273546	\$	97.00
BofA CC - EF	12/23/2022	ERICA AMATORE	INTERNATIONAL TRANSACTION FEE	\$	1.93
BofA CC - EF	12/23/2022	ERICA AMATORE	STAPLES DIRECT	\$	96.23
BofA CC - EF	12/23/2022	ERICA AMATORE	HILTON ADVPURCH8002367	\$	610.82
BofA CC - EF	12/23/2022	HOLLY MEGEE	DOUGLAS COUNTY RECORDER	\$	40.00
BofA CC - EF	12/23/2022	HOLLY MEGEE	DOUGLAS COUNTY RECORDER	\$	120.00
BofA CC - EF	12/23/2022	HOLLY MEGEE	GOVOLUTION * SERVICE F	\$	3.00
BofA CC - EF	12/23/2022	HOLLY MEGEE	GOVOLUTION * SERVICE F	\$	2.00
BofA CC - EF	12/25/2022	ACCOUNTS PAYABLE	FEDEX 68313389	\$	10.99
BofA CC - EF	12/27/2022	SKY DWINELL	FAMILY DOLLAR #11876	\$	8.75

East Fork Fire Protection District
 Procurement Card Transactions charged in December 2022

BofA CC - EF	12/27/2022	ACCOUNTS PAYABLE	DTV*DIRECTV SERVICE	\$	105.11
BofA CC - EF	12/28/2022	AVERY NELSON	THE HOME DEPOT #3312	\$	109.11
				<u>\$</u>	<u>9,484.45</u>
BofA CC - VISA	12/1/2022	VINCE WEAVER	COSTCO WHSE #0127	\$	154.59
BofA CC - VISA	12/6/2022	TONI BRAGA	COSTCO BY INSTACART	\$	83.79
BofA CC - VISA	12/6/2022	VINCE WEAVER	COSTCO WHSE #0127	\$	242.35
BofA CC - VISA	12/21/2022	VINCE WEAVER	COSTCO WHSE #0127	\$	175.67
BofA CC - VISA	12/22/2022	TONI BRAGA	COSTCO WHSE #0127	\$	979.57
				<u>\$</u>	<u>1,635.97</u>
			GRAND TOTAL	\$	11,120.42

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to approve the East Fork Fire Protection District’s ambulance billing bad debt write-offs for the period of November 2022 in the amount of \$49,685.26. (Kathy Lewis, CPA, CFO/Director of Finance)

2. **Recommended Motion:** Motion to approve the East Fork Fire Protection District’s ambulance billing bad debt write-offs for the period of November 2022 in the amount of \$49,685.26.

3. **Financial Impact:** NA **Amount:** \$49,685.26
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** January 17, 2023 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** The East Fork Fire Protection District is requesting approval from the Board on ambulance billing bad debt write-offs for the period of November 2022. These write-offs total \$49,685.26 and include accounts forwarded to a collection agency after all attempts to collect the debt were exhausted, Sierra Saver Membership write-offs, Reduction/Discounts, deceased write-offs, hardship and bankruptcy.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

Agenda Item # 7E

**East Fork Fire Protection District
Ambulance Billings and Write Summary
Billing Analysis
FY22/23**

	July	Aug	Sept	Oct	Nov	YTD
Total Billed	886,422.91	798,637.72	785,151.75	757,399.34	794,665.18	4,022,276.90
Credit Type/Credit Code						
W/OFF Bad Debt	0.01	0.08	300.00		7.00	307.09
W/OFF Bad Debt Deceased	20,455.90	10,607.31	7,960.84	1,912.30	594.43	41,530.78
W/OFF Bankruptcy					135.00	135.00
W/OFF Reduction Discount	394.97	530.47	582.12	252.22	1,048.29	2,808.07
W/OFF Carson City SS Membership	418.28	578.88				997.16
W/OFF Lyon County SS Membership		905.81				905.81
W/OFF Sierra Saver Membership	1,022.67	2,430.77	1,212.83	7,429.91	3,458.28	15,554.46
W/OFF SS Volunteer Membership					325.00	325.00
W/OFF SS Employee Membership		326.13	4,200.29		1,505.19	6,031.61
W/OFF Hardship		3,643.45		477.23		4,120.68
W/OFF Collection Comm Exp		4,195.77			3,156.55	7,352.32
W/OFF Collection Payment		6,293.67			4,734.83	11,028.50
W/OFF Collections Reversed		(10,489.44)			(7,891.38)	(18,380.82)
W/OFF Sent to Collections	18,100.66	40,073.22	17,020.79	26,476.97	42,612.07	144,283.71
Total	40,392.49	59,096.12	31,276.87	36,548.63	49,685.26	216,999.37
Percentage of W/OFF to Billings	4.56%	7.40%	3.98%	4.83%	6.25%	5.39%

Credit As Type Summary Report (Deposit Date)

Deposit Date IS BETWEEN 11/01/2022 AND 11/30/2022; AND Credits IS W/OFF BAD DEBT OR W/OFF BAD DEBT - DECEASED OR W/OFF BANKRUPTCY OR W/OFF CARSON CITY CC+ MBR OR W/OFF COLLECTION COMM EXP OR W/OFF COLLECTION PAYMENT OR W/OFF COLLECTIONS REVERSED OR W/OFF HARDSHIP OR W/OFF LYON

EAST FORK FIRE PROTECTION DISTRICT

<u>Credit Type/Credit Code</u>	<u>Count</u>	<u>Dollars</u>
Writeoffs		
W/OFF BAD DEBT	3	7.00
W/OFF BAD DEBT - DECEASED	3	594.43
W/OFF BANKRUPTCY	3	135.00
W/OFF REDUCTION/DISCOUNT	5	1,048.29
W/OFF SIERRA SAVER MBRSHIP	7	3,458.28
W/OFF COLLECTION COMM EXP	40	3,156.55
W/OFF COLLECTION PAYMENT	44	4,734.83
W/OFF COLLECTIONS REVERSED	40	-7,891.38
W/OFF SENT TO COLLECTIONS	44	42,612.07
W/OFF SIERRA SAVER EMPLOYEE	1	1,505.19
W/OFF SIERRA SAVER VOLUNTEER	1	325.00
Totals For Type	191	\$ 49,685.26

Company Totals

191

\$ 49,685.26

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of October 2022. (Kathy Lewis, CPA, CFO/Director of Finance)

2. **Recommended Motion:** Motion to accept the report on state consolidated taxes collection and distribution as of October 2022.

3. **Funds Available:** NA **Amount:** \$187,288.21
Fund Name: General **Account Number:** 335.001

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** January 17, 2023 **Time Required:** NA

6. **Agenda:** Consent

7. **Background Information:** The attached report reflects the state consolidated taxes collected for Douglas County and the distributed share to the District. Monthly, the state collects, consolidates and distributes 6 different taxes to each county and each appropriate district within that county. In FY22/23, Douglas became a non-guaranteed county. This means the Supplemental City-County Relief Tax (SCCRT) distributed to Douglas County entities will be based on actual collections and not a guaranteed amount. A chart has been included showing the historical fluctuations of the SCCRT for non-guaranteed counties.

The six consolidated taxes are as follows:

- **BCCRT** – Basic City County Relief Tax, 1/2% of statewide sales/use tax. Distributed to the county where the sale was made. For out-of-state companies, BCCRT is distributed based on population.
- **SCCRT** – Supplemental City-County Relief Tax, 1.75% of statewide sales/use tax. Total distribution is proportionate to the amount of in-state collections as a whole, after guaranteed counties have received their allocation.
- **Cigarette** – Collected statewide and distributed to counties based on population.
- **Liquor** – Collected statewide and distributed to counties based on population.
- **RPTT** – Real Property Transfer Tax, tax based on value of real property transfers and distributed to county of origin.
- **GST** – Government Services Tax, tax based on value of motor vehicle and distributed to county of origin.

8. **Reviewed by:**
_____ District Fire Chief _____ Board President
_____ Legal Counsel _____ Other

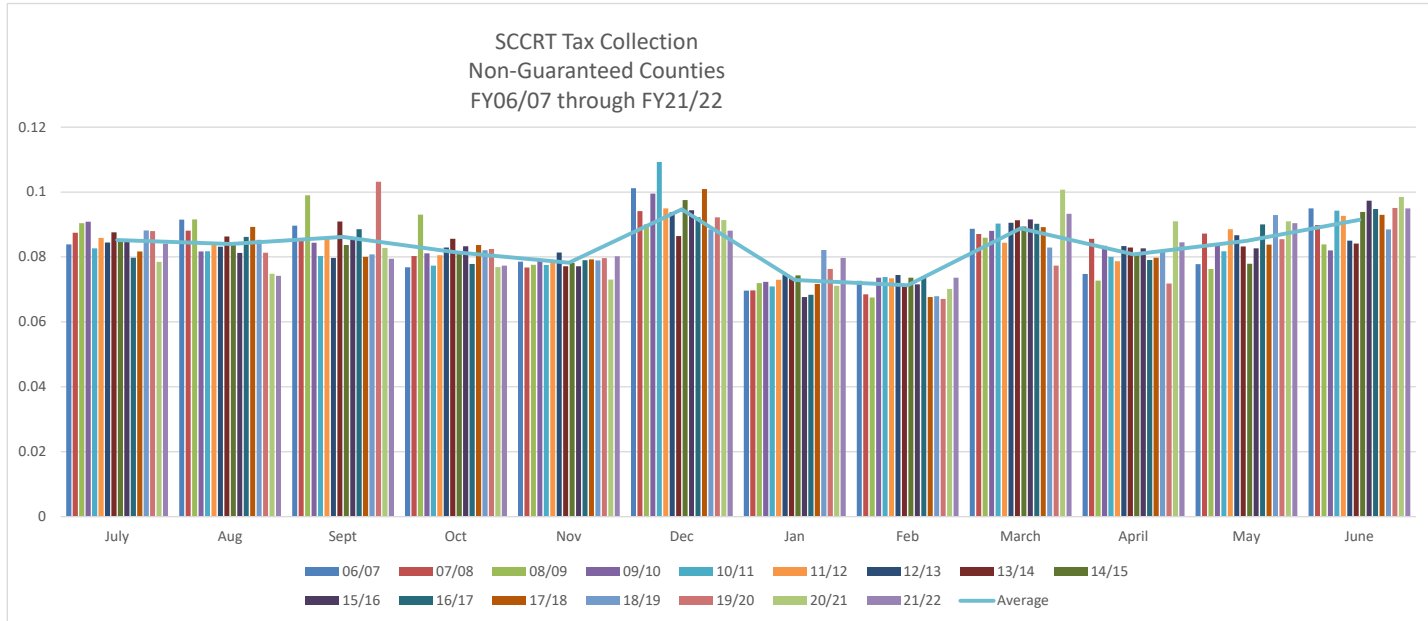
9. **Board Action:**
_____ Approved _____ Approved with Modifications
_____ Denied _____ Deferred
_____ Other

East Fork Fire Protection District
Report of Consolidated Taxes Collected
FY22-23

% of year: 33.33%

		Actual													
2022-23 Budget		July	August	September	October	November	December	January	February	March	April	May	June	Total	% Collected
BCCRT	5,082,982	489,103.56	481,020.18	479,179.88	451,626.44	-	-	-	-	-	-	-	-	1,900,930.06	37.40%
SCCRT	18,362,200	1,691,902.76	1,652,387.40	1,641,816.84	1,502,992.15	-	-	-	-	-	-	-	-	6,489,099.15	35.34%
CIGARETTE	133,568	10,118.49	13,467.30	9,224.42	9,365.71	-	-	-	-	-	-	-	-	42,175.92	31.58%
LIQUOR	65,373	6,016.31	6,593.63	6,021.48	5,926.52	-	-	-	-	-	-	-	-	24,557.94	37.57%
RPTT **	1,895,800	-	-	302,128.76	-	-	-	-	-	-	-	-	-	302,128.76	15.94%
GST	3,867,793	295,674.80	319,583.96	301,881.69	313,377.70	-	-	-	-	-	-	-	-	1,230,518.15	31.81%
TOTAL	29,407,716	2,492,815.92	2,473,052.47	2,740,253.07	2,283,288.52	-	-	-	-	-	-	-	-	9,989,409.98	33.97%
EFFPD Share	2,417,640														
Avg Monthly Payment	201,470														
Actual Payment		205,046.59	203,371.55	226,017.99	187,288.21									821,724.34	33.99%
EFFPD Share of Total Collections		8.23%	8.22%	8.25%	8.20%									8.23%	
Over/(Under) Average		3,576.60	1,901.56	24,548.00	(14,181.78)									15,844.38	

** RPTT collected and remitted quarterly



Average Monthly	July	August	September	October	November	December	January	February	March	April	May	June
Average Monthly	8.52%	8.40%	8.62%	8.14%	7.82%	9.47%	7.29%	7.13%	8.88%	8.08%	8.50%	9.14%
Average Cumulative	8.52%	16.92%	25.54%	33.68%	41.51%	50.98%	58.27%	65.40%	74.28%	82.36%	90.86%	100.00%

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Presentation Only.** Presentation on the 2023/2024 Budget Schedule. (Kathy Lewis, CPA, CFO/ Director of Finance) 15 minutes.

2. **Recommended Motion:** Presentation Only.

3. **Funds Available:** NA **Amount:** NA

Fund Name: NA **Account Number:** NA

4. **Prepared by:** Kathy Lewis, CPA, CFO/Director of Finance

5. **Meeting Date:** January 17, 2023 **Time Required:** 15 minutes

6. **Agenda:** Administrative

7. **Background Information:** In compliance with Nevada law, the East Fork Fire Protection District adopts an annual budget. The attached provides information on the tentative schedule so the District will meet all the required deadlines as established by law.

8. **Reviewed by:**

_____	District Fire Chief	_____	Board President
_____	Legal Counsel	_____	Other

9. **Board Action:**

_____	Approved	_____	Approved with Modifications
_____	Denied	_____	Deferred
_____	Other		

Agenda Item # 8

East Fork Fire Protection District
FY23/24 Fiscal Year Budget Calendar Proposal

January 17, 2023	District Board Meeting <ul style="list-style-type: none">• Presentation of FY 23/24 Budget Preparation Calendar
February 1, 2023	Budget preparation kick off. Initial wage and benefit calculations prepared and Divisional budget proposals solicited
February 15, 2023	Tentative State Revenue Projections released and analyzed
February 21, 2023	District Board Meeting <ul style="list-style-type: none">• Budget preparation up-date and review with Board direction and position on District Tax Rate
February 21, 2023	Notify Taxation of Proposed District Tax Rate
March 15, 2023	Final State Revenue Projections released excluding property taxes
March 21, 2023	District Board Meeting <ul style="list-style-type: none">• Tentative Budget presented
March 27, 2023	Final Property Tax Projections
April 17, 2023	Tentative Budget submitted to the Department of Taxation
April 18, 2023	District Board Meeting <ul style="list-style-type: none">• CIP Approval
May 16, 2023	District Board Meeting <ul style="list-style-type: none">• Budget Public Hearing• FY 23/24 Final Budget approval including CIP• FY 22/23 Year End Augmentation
June 1, 2023	Final Budget submitted to the Department of Taxation
July 1, 2023	New Fiscal Year Begins!

Note: Special Board Meetings may be necessary during the Budget Process and will be identified as necessary

INTERLOCAL AGREEMENT
BETWEEN
EAST FORK FIRE PROTECTION DISTRICT
AND
MONO COUNTY, CALIFORNIA
FOR
EMERGENCY MEDICAL SERVICES

This Interlocal Agreement for Emergency Medical Services (the "Agreement") is made and entered into by and between Mono County, a political subdivision of the State of California, and the East Fork Fire Protection District ("East Fork"), a political subdivision of the State of Nevada. Mono County and East Fork are at times collectively referred to hereinafter as the "parties" or individually as a "party."

WHEREAS, Mono County and East Fork Fire each maintain and operate emergency medical services organizations; and

WHEREAS, both parties desire to enter into a Mutual Aid Agreement for emergency medical services and East Fork Fire is authorized to enter this agreement pursuant to Nevada Revised Statute 277.180 and Mono County is authorized to enter this agreement pursuant to the laws of the State of California, including the Joint Exercise of Powers Act (California Government Code Section 6500 et seq.); and

WHEREAS, East Fork Fire may provide paramedics on a fire engine or a transport firefighter/paramedic equipped ambulance to Mono County at its request; and

WHEREAS, this Agreement covers only the provision of Emergency Medical Services; and

WHEREAS, fire mutual aid is provided to the parties through a separate jurisdictional fire agency; and

WHEREAS, both parties specifically intend to exclude from this Agreement the provision of aid in the event of an emergency involving hazardous materials;

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. **PURPOSE.** This Agreement sets forth guidelines under which each party agrees to provide the other party assistance during any emergency in the event of a major incident that exceeds the operational capacity of either party.
2. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described. This Agreement incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: Annual Operating Agreement (to be updated annually by March 1st)
ATTACHMENT B: East Fork Fire District Map
ATTACHMENT C: Mono County EMS Map

In the event of any conflict between the terms of this Agreement and the attachments, this Agreement shall govern.

3. LIABILITY

- A.** The parties agree that when Mono County requests assistance from East Fork Fire, Mono County will be liable for, indemnify, and hold East Fork Fire harmless from any and all liability (except for liability caused or alleged to be caused by the medical malpractice, sole negligence, or willful misconduct of East Fork Fire or its failure to provide suitable equipment or personnel under paragraph 4.C) that may arise out of the actions, command decisions and/or judgment's; that East Fork Fire makes while providing services to Mono County as the Responding Party under the terms of this Agreement. In the event of liability caused or alleged to be caused by the medical malpractice of East Fork, Mono County shall have no liability, and no obligation to defend, indemnify, or hold East Fork Fire harmless. For purposes of this paragraph "East Fork Fire" includes its officers, agents, and employees.
- B.** The parties agree that when East Fork Fire requests assistance from Mono County, East Fork Fire will be liable for, indemnify, and hold Mono County harmless from any and all liability (except for liability caused or alleged to be caused by the medical malpractice, sole negligence, or willful misconduct of Mono County or its failure to provide suitable equipment or personnel under paragraph 4.C) that may arise out of the actions, command decisions and/or judgments which Mono County makes while providing services to East Fork Fire as the Responding Party under the terms of this Agreement. In the event of liability caused or alleged to be caused by the medical malpractice of Mono County, East Fork Fire shall have no liability, and no obligation to defend, indemnify, or hold Mono County harmless. For purposes of this paragraph "Mono County" includes its officers, agents, and employees.
- C.** Except as otherwise provided in paragraphs 3(A) and 3(8), each party to this Agreement agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS chapter 41, from and against any liability arising out of the performance of the Agreement proximately caused by any act or omission of its own officers, agents, and employees.

4. RESPONSE TO REQUEST. Upon receipt of a request for assistance as provided for in this Agreement, the Commanding Officer of the party receiving the request must immediately take the following action:

- A.** Determine if the Responding Party has sufficient available equipment and qualified personnel available to respond to the request of the party requesting assistance (the "Requesting Party") without unnecessarily exposing the Responding Agency jurisdiction to unnecessary risk.
- B.** In the event the requested equipment and/or qualified personnel are available, then the Responding Party's Commanding Officer may dispatch such equipment and personnel to the scene of the emergency with proper operating instructions. Any response to a request for assistance is voluntary, and the Responding Party is in no way obligated to extend funds responding to the Requesting Party.

- C. It is the Responding Party's responsibility to ensure that any personnel or equipment dispatched is suitable for the emergency.
 - D. In the event that the requested equipment and/or personnel are not available, then the Responding Party's Commanding Officer shall immediately advise the Requesting Party of that fact.
 - E. In the event that Responding Party's personnel and/or equipment are needed for an emergency in its jurisdiction, then no liability shall attach to the Responding Party for disengaging and returning to its jurisdiction to respond to another emergency.
- 5. COMMAND RESPONSIBILITY AT EMERGENCY SCENE.** The Incident Commander of the Requesting Party at the scene of the emergency to which the response is made shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, or in the absence of an Incident Commander of the Requesting Party to take command, the Responding Party may take command. The Requesting Party shall remain responsible for the operation regardless of which party is in command, and shall be solely responsible for any liability arising from the incident, unless otherwise provided by paragraph 3 of this Agreement. The Requesting Party shall release the Responding Party from emergency duties as soon as practicable.

- 6. INCIDENT COMMAND SYSTEM:** Each party is expected to manage incidents in compliance with all applicable laws and standards.
- 7. REIMBURSEMENT FOR COSTS.**
- A. The parties agree that aid provided to each other in accordance with this Agreement shall be without expectation of reimbursement for the first twenty-four (24) hours of any incident, from the time of request. However, if reimbursement for costs incurred during the first 24 hours is available from a third party, then Responding Party may seek reimbursement from the third party or the Requesting Party for personnel and materials provided during the first 24 hours of any incident. Patients will be billed for the medical service delivered by either party.
 - B. If aid is provided in accordance with this Agreement in excess of twenty-four (24) hours, then the Requesting Party shall reimburse the Responding Party its costs incurred from the time of request, unless otherwise agreed, at a rate to be negotiated by the parties to this Agreement in accordance with prevailing practices and rates, unless such costs are reimbursable by a third party. The costs to be reimbursed may include, without limitation, the cost of equipment, personnel, damaged equipment, supplies, and food, lodging and subsistence costs necessary for the extended time period necessary to respond to the incident. If the parties are unable to agree to a negotiated rate of reimbursement, medication must be utilized prior to the filing of any complaint or other legal action for the recovery of monies claimed due. The parties agree to mutually select a mediator from a list of Senior Judges maintained by the Nevada Supreme Court. All mediator costs shall be shared jointly by both parties. The parties agree that the mediator's decision is final and binding.

8. INSURANCE.

Coverage shall be at least as broad as:

- 1. Commercial General Liability (COL):** Insurance Services Office Form CO 00 01 covering COL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CO 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation:** as required by the State of California for Mono County and State of Nevada for EFFPD. Each entity is responsible for the workers, compensation of their respective employees. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of Requesting County for all work performed by Covering County, its employees, agents, and subcontractors
- 4. Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Any deductibles or self-insured retentions must be declared and approved by Mono County and EFFPD. Mono County and EFFPD shall provide evidence satisfactory to each party that each entity has the ability to meet any deductibles or self-insured retentions.

- 9. TERM OF AGREEMENT.** This Agreement shall remain in full force and effect until June 30, 2027, unless terminated earlier by either party. Either party may terminate this Agreement by giving the other party no less than 30 days written notice of its intent to terminate the Agreement. Said written notice shall automatically terminate this Agreement on the date specified therein unless rescinded prior in writing. All monies due and owing shall survive the termination of this Agreement.

By no later than March 1st of each year, the parties agree to meet and confer to update the Annual Operating Plan that is incorporated herein as Attachment "A" of this Agreement.

- 10. AGREEMENT NOT EXCLUSIVE.** This Agreement is not intended to be exclusive as between the parties. Either of the parties may, as each party deems necessary or expedient, enter into separate Mutual Assistance Agreements, or similar agreements, with other entities or agencies. Entry into such separate Agreements shall not change any relationship or covenant herein contained.
- 11. CHOICE OF LAW.** The laws of the State of Nevada shall govern the interpretation and enforcement of this Agreement. The parties agree that the Ninth Judicial District Court, in and for the County of Douglas, will be the forum for any litigation arising from or relating to this Agreement. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement.

12. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

13. NON-ASSIGNABILITY. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement for Emergency Medical Services to be executed as of the day and year herein below and intend to be legally bound thereby.

MONO COUNTY

Chairman (date)
Mono County Board of Supervisors

Attest: _____
Mono County Clerk

Acknowledged: _____
Chief
Mono County EMS

EAST FORK FIRE PROTECTION DISTRICT

Board President
East Fork Fire Protection District Board of Directors

Tod F. Carlini, District Fire Chief
East Fork Fire Protection District

Attest: _____

Attachment A
2023 Annual Operating Agreement
East Fork Fire Protection District
and
Mono County Emergency Medical Services

This Operating Plan is entered into by East Fork Fire Protection District, hereinafter referred to as "East Fork Fire" and Mono County Emergency Medical Services, hereinafter referred to as "Mono County" pursuant to and in conjunction with: the terms of the Interlocal Contract dated January 17, 2023.

1. It is in the interest of all parties to render mutual aid at the request of a responsible command officer to assist with any emergency medical services need, including patient transport when the incident is of such magnitude that is likely to be beyond the control of a single party and requires the combined forces of both parties.
2. No response to a mutual aid request, as provided for in this Operating Plan and in the Mutual Aid Response will be made by the parties hereto unless the request is received through the established communication channels common to each party requesting such aid and approved by a responsible officer of the party granting such aid.
3. Aid provided by Mono County and East Fork Fire under this Agreement shall be without expectation of reimbursement for the first twenty-four hours of the incident. Aid shall be within the limits of local resources within the local dispatch center's area of responsibility; however, neither party should be required to deplete its own emergency medical service resources, services or facilities to the detriment of its responsibilities. If an incident exceeds the mutual aid period of twenty-four hours, all resources will be billed retroactively for the full period from the time of initial dispatch. Patient billing shall be performed by the agency providing transport.
4. East Fork Fire and Mono County shall furnish each other with updated rate schedules annually at the start of the fiscal year for billing purposes.
5. On all incidents for which either the East Fork Fire or Mono County assists the other, it will furnish the benefiting agency with an incident report within twenty (20) working days after the close of the incident.
6. East Fork Fire and Mono County agree that each shall maintain, operate and monitor all mobile radios on the appropriate frequencies when interagency communications are needed.
7. All communications shall be conducted on the frequency of the agency having jurisdiction or as assigned by the requesting agency. A command frequency and a tactical frequency shall be established for all incidents. The default tactical frequency is Victor Fire-22.

8. The respective dispatch centers are responsible to contact the other agency using the most expedient method available when emergency responses are dictated by the specific terms of this Annual Operating Plan.
9. East Fork and Mono County will advise the other agency of incidents that have the potential to extended beyond the capabilities of internal resources to reduce reflex time of the other agency.
10. Incidents in each respective party's jurisdiction, the financial responsibility for the incident remains with the party that has jurisdiction.
11. The Incident Commander or other responsible officer of either party (also known as the Requesting Party) is authorized to request assistance from the other party to this Agreement if confronted with an emergency involving control of any emergency at which the Requesting Party has need for equipment or personnel in excess of that available to the Requesting Party. No response to a mutual assistance request will be made by the parties unless such request is received through established communications channels.

MONITOR PASS INCIDENTS

1. East Fork responds as the EMS Provider in Alpine County to incidents on Monitor Pass. Many times, the reporting party does not know where they are in relation to the Alpine/Mono County line causing both counties to initiate a response. The parties respective dispatch centers should relay any call information to the other responding party.
2. For all calls on Monitor Pass, Victor Fire-22 will be used as the tactical channel.

MUTUAL AID RESPONSE

Mono County

1. Upon request Mono County will respond paramedic ambulances and/or overhead to incidents within the East Fork Fire Protection District north along Highway 395 to Riverview Drive, subject to availability. Any additional resource requests will be made on an "assistance by hire" basis.
2. Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.

East Fork Fire Protection District

Upon request East Fork will respond paramedic engines, paramedic ambulances and/or overhead to incidents within Mono County south to and including the Town of Bridgeport, subject to availability. Any additional resource requests will be made on an "assistance by hire" basis.

Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.

secure separate telephone services per Douglas County's request at that time. The District contracted with Frontier Communications for those services. Since that time, our phone system is now out of warranty. We have had to contract with Conway Communications to provide maintenance service on the system.

The purpose of the agenda item is to present information to the Board regarding the IT needs of the District, to provide overviews of the services available, to review contract options, and to present the fiscal impacts. We are seeking input from the board and official direction based on the proposals and presentation. Neither contract for service is ready for official consideration. Our goal, based on Board direction, would be to bring this item back in February for a final decision.

8. Reviewed by:

_____	District Fire Chief	_____	Board President
_____	Legal Counsel	_____	Other

9. Board Action:

_____	Approved	_____	Approved with Modifications
_____	Denied	_____	Deferred
_____	Other		

Agenda Item # 10

A look at IT Services for East Fork Fire Protection District

PREPARED BY DEPUTY CHIEF LARRY GOSS



BACKGROUND

- ▶ Douglas County IT
 - ▶ Douglas County has provided IT services under
 - ▶ Direct Cost Allocation (Under County Commission)
 - ▶ Service Contract (Following establishment of BOD)
 - ▶ Challenges for IT service
 - ▶ Geography of District (Sites)
 - ▶ 24 Hour public safety entity
 - ▶ Number of necessary applications or enterprise software
 - ▶ Number of users/volume of use
 - ▶ Revenue generation need (ePCR/Billing)
 - ▶ Successes via Douglas County IT
 - ▶ Inventory of all assets
 - ▶ System mapping of assets
 - ▶ Transition from device lease to purchase
 - ▶ Maintaining continuity while providing Emergency Management (Contract ends June 30 2023)
 - ▶ IT Contract ending June 30 2023

BACKGROUND

- ▶ **Since the formation of the District and application of Information Technology in our business, the District has always received services from Douglas County**
- ▶ **The District has made numerous attempts at assist and enhance the service levels with Douglas County over the years**
 - ▶ Shared positions
 - ▶ Provided vehicle for assigned County personnel
 - ▶ Individual contract positions
 - ▶ Segregation of assignments
 - ▶ Assigning Special Assignment IT incentives
 - ▶ Funded training for County IT staff outside of cost allocations

BACKGROUND

The District has considered third party IT services several times in the past

- ▶ Challenge with Infrastructure
- ▶ Third party costs
- ▶ Lack of full time oversight

WHAT HAS CHANGED

- ▶ Technology advances
- ▶ Cloud based hosting
- ▶ Ownership of devices including a replacement schedule
- ▶ Increase in ISP providers in the area
- ▶ Increase in third-party providers in the area

TWO TENTATIVE PROPOSALS UNDER REVIEW

DOUGLAS COUNTY IT

- ▶ Agreement and documents in draft format
- ▶ 5 year proposal
- ▶ Services Provision clause
 - ▶ Service Desk Support
 - ▶ Network Services
 - ▶ Enterprise Application
 - ▶ Associated Support Services
 - ▶ Infrastructure and Security
- ▶ 30 day termination clause- Pending negotiation
- ▶ Phone service not included
- ▶ Discussions continuing

CONWAY COMMUNICATIONS

- ▶ Agreement and documents in draft format
- ▶ 5 year proposal
- ▶ Guaranteed Statement of work
 - ▶ Help Desk support
 - ▶ Prioritization of trouble tickets
 - ▶ Enterprise Application
 - ▶ Infrastructure and Security
 - ▶ Virtual Chief Information Officer (vCIO)
 - ▶ Strategic planning, policy/procedure
- ▶ 180 day termination clause
- ▶ Phone service included
- ▶ Discussions continuing

Expected Challenges Pending Final Selection of IT Services

- ▶ Need for a Transition Plan
 - ▶ 30, 60, 90 day with benchmarks
- ▶ VPN to Spillman
 - ▶ Agreement with Douglas County (Currently Tahoe-Douglas has an agreement in place)
- ▶ Infrastructure
 - ▶ One time cost

Initial Cost Comparison

▶ Douglas County IT

▶ 5 year contract starting at \$160,000 base fee

▶ Year 1	\$160,000
▶ Year 2	\$168,000
▶ Year 3	\$176,400
▶ Year 4	\$185,220
▶ Year 5	\$194,481
▶ Total	\$884,101

▶ 5% increase per year

▶ Conway Communications

▶ 5 years contract starting at \$ 222,100 base fee and one time set up fee of \$65,550

▶ Year 1	\$222,150
▶ Year 2	\$156,600
▶ Year 3	\$156,600
▶ Year 4	\$156,600
▶ Year 5	\$156,600
▶ Total	\$848,550

▶ No annual increase after base year

▶ Difference \$35,551.00

PHONE SERVICE

- ▶ Included in Conway Communication Proposal
 - ▶ 50 new Voice Over Internet Protocol handsets
 - ▶ 50 Extensions
 - ▶ Cloud hosted service package including support

- ▶ Douglas County was not solicited for Phone Services

PHONE SERVICE COSTS COMPARISON

- ▶ Frontier Phone Lines
 - ▶ \$26,829.36 Annually

- ▶ Conway Proposal
 - ▶ \$ 17,100 Annually
- ▶ Savings of \$9,792.20 per year
- ▶ Savings over 5 years \$ 48,961
- ▶ Set up fee of \$3,870 waived

CURRENT STATUS and SUMMARY

- ▶ Both agreements are pending further legal review
- ▶ Statement of Work has been requested for Douglas County IT proposal
- ▶ Support Desk Service Prioritization requested for Douglas County IT proposal
- ▶ Conway Communications assessing Confidentiality and Warranty provisions with their legal council
- ▶ District Counsel has reviewed, amended, and commented on both proposals
- ▶ Additional financial analysis has been conducted

DIRECTION

- ▶ We have presented information regarding the Districts IT needs and services available
 - ▶ Contract options
 - ▶ Fiscal impacts
- ▶ Seeking input from the Board and official direction based on the proposals
- ▶ Possible final action and decision at the February Board meeting

INTERLOCAL CONTRACT for
Technology Services

BETWEEN

DOUGLAS COUNTY
P.O. Box 218
MNDEN, NV 89423

AND

EAST FORK FIRE PROTECTION DISTRICT
1694 COUNTY ROAD
MNDEN, NV 89423

This Interlocal Contract for Technology Services ("Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and East Fork Fire Protection District, a fire protection district formed pursuant to Nevada Revised Statutes Chapter 474 ("East Fork"). The County and East Fork are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, County and East Fork are public agencies as defined by NRS 277.100 and are authorized pursuant to the Interlocal Cooperation Act (NRS 277.080 through 277.180) to enter into contracts with other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform and to provide for the efficient joint use of the personnel and resources; and

WHEREAS, the stated purpose of the Interlocal Cooperation Act is to permit local governments to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will best accord with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the County believes it is beneficial to develop interlocal contracts that will increase efficiencies, fiscal accountability, and preserve the historic, cultural and natural resources of Douglas County; and

WHEREAS, County has a Technology Service Department which provides an array of services, employees, and resources for technology guidance, planning, development, coordination and support of the County's use of information technologies and enterprise data systems; and

WHEREAS, the Parties do foresee that a public agency will be required to expend more than \$25,000 to carry out the terms of this Contract;

WHEREAS, East Fork has a need for the technology services to support its public safety operations and currently obtains these services from the County Technology Service Department and desires to continue receiving these services for payment as formally described herein; and

WHEREAS, County represents that it is duly qualified, equipped, staffed, competent, ready, willing and able to perform the services required.

Now, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and East Fork mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The term of this Contract shall commence upon July 1, 2023 ("Effective Date"), and shall remain in effect for twelve (12) months, expiring on June 30, 2024. To ensure continuous service, the parties agree that this Contract will be automatically renewed for four successive twelve (12) month periods, unless either party provides the other with written notice of its intent to cancel renewal at least 120 days, but no more than 150 days, before the start of the next renewal period. This Contract shall not automatically renew after June 30, 2028.

2. SERVICES PROVIDED BY COUNTY. The County, by and through its Technology Services Department, will offer and provide technology services to East Fork to include service desk support, network services, Microsoft 365 administration, and associated application support services.

3. PAYMENT FOR SERVICES. During the initial term of this Contract, the price for services as stated in this Contract is an annual fee ("Annual Fee") of One Hundred and Sixty Thousand Dollars (\$160,000.00). The Annual Fee will become due in four separate installments of approximately equal value. The County will invoice East fork for the first, second, third and fourth installments in July, October, January and April, respectively. Payment is due thirty (30) days after the date of the invoice. The County reserves the right to charge interest at the highest rate allowed by law on overdue payments.

East Fork will not be entitled to any adjustment to the Annual Fee as a result of any interruption in service. The County does not warrant or guarantee that the service will be uninterrupted or error-free. East Fork will have the option to terminate the contract for cause if there is a major, persistent outage that continues for seven (7) continuous calendar days during the term of this Contract, provided however that in order to exercise the right to terminate for cause under this paragraph, East Fork must provide the County with notice of the interruption in service within one (1) calendar day of the day on which the interruption

begins. Termination for cause as explicitly set forth herein shall be East Fork's sole remedy with respect to interruptions of service.

4. ANNUAL PRICE ADJUSTMENTS. Because the cost to provide technology services may increase over time, the County reserves the right to adjust the annual fee. The Annual Fee for any renewal period shall not exceed 105% of the annual fee charged during the preceding period. The County's failure to increase rates during one renewal period, does not constitute a waiver by the County to increase rates during any subsequent renewal period.

5. TERMINATION OF CONTRACT. Should either Party believe the other Party has defaulted or breached its obligations; the non-defaulting Party must give written notice of the default and allow the other Party to cure the default within 30 days of said notice. If a Party has defaulted and fails to cure such default within the 30-day period, the other Party may provide notice of intent to terminate, which will become effective upon receipt by the defaulting party.

6. DOUGLAS COUNTY SUPPLIED EQUIPMENT. It is East Fork's obligation, and at its sole expense, to provide for space, infrastructure, electricity, back-up power, security, and climate control for any equipment the County installs upon East Fork's property ("Supplied Equipment"). The County will, in its sole discretion, determine which (if any) equipment is necessary for the purpose of providing the services agreed upon by the Parties. East Fork will be responsible for providing and maintaining, at its own expense, the proper environment for all Supplied Equipment. In the event East Fork fails to do so, East Fork shall reimburse the County for the actual cost of repairing or replacing any of the Supplied Equipment damaged or destroyed as a result of East Fork's failure. Except as otherwise agreed, title to all of County's Supplied Equipment shall remain with Douglas County. The County will provide and maintain the Supplied Equipment in good working order. East Fork shall not, and shall not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the Supplied Equipment without the prior written consent of the County. The Supplied Equipment shall not be used for any purpose other than that for which the County provides. East Fork shall not take any action that causes the imposition of any lien or encumbrance on County's Supplied Equipment. In no event will the County be liable to East Fork or any other person for interruption of Service or for any other loss, cost or damage caused or related to improper use or maintenance of the Supplied Equipment by East Fork or third parties provided access to the Supplied Equipment by East Fork in violation of these Terms. East Fork shall reimburse the County for any damages incurred as a result thereof. East Fork agrees, which contract shall survive the expiration, termination or cancellation of this Contract, to allow the County to remove County's Supplied Equipment from the East Fork's Premises after termination, expiration or cancellation of the term of this Contract; or during the Term, for repair, replacement or otherwise as the County may determine is necessary or desirable, but the County will use commercially reasonable efforts to minimize disruptions to the Service caused thereby.

The Parties agree and understand that East Fork may supply equipment, which may be used by the County to assist in providing the services under this Contract. If any equipment which has been supplied by East Fork becomes unserviceable or, in the County's opinion is otherwise unusable, the County may elect to discontinue using the East Fork equipment and supply its own equipment for use instead. Any such equipment supplied by the County will be considered "Supplied Equipment," as described above. The County shall not be responsible for any loss associated with the damage, destruction, or other reduction in value of equipment supplied by East Fork unless such loss is as a result of intentional, reckless or grossly negligent acts by the County. If the County elects to discontinue using any Fork-supplied equipment, the County will remit the East Fork-supplied equipment to East Fork for disposition.

7. ACCESS TO PREMISES. As a condition to the County's obligation to provide and maintain service under this Contract, East Fork shall provide County access to East Fork's premises for the installation, inspection and scheduled or emergency maintenance of Supplied Equipment. Except on an Emergency basis, the County shall provide East Fork with 24 hours prior notice that it requires access to the premises. East Fork will provide a safe place to work and will comply with all laws and regulations regarding the working conditions at East Fork's premises.

8. LIABILITY. Neither party shall be liable to the other for any indirect, incidental, special, consequential, exemplary or punitive damages, including but not limited to damages for lost profits, lost revenues, or the cost of purchasing replacement services arising out of the performance or failure to perform under the contract regardless of the foreseeability thereof even if the party has been advised or should have known of the possibility of such damages.

9. DISCLAIMER OF WARRANTIES. The warranties and remedies set forth in this Contract constitute the only warranties and remedies with respect to the Services provided. Such warranties are in lieu of all other warranties, written or oral, statutory, express or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose or use. The County does not warrant that the services provided under this Contract will be uninterrupted or error-free.

10. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the Parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court

of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages.

11. ASSIGNMENT. Neither Party will assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the other Party.

12. COMPLIANCE WITH APPLICABLE LAWS. The Parties promise and agree to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all building codes, rules, and regulations. The Parties will not waive and intend to assert all immunity and liability limitations available under NRS Chapter 41.

13. INSPECTION OF RECORDS. The books, records, documents and accounting procedures and practices of each Party related to the Contract will be subject to inspection, examination and audit by the other Party, including, but not limited to, the agreeing agency, the County Manager, the District Attorney, the East Fork Chief, East Fork Accountant, East Fork Counsel and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

14. PUBLIC RECORDS LAW. The Parties expressly understand and agree that all documents submitted, filed, or deposited by one Party with the other Party, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. The Parties expressly and indefinitely waive all of their rights to bring an action, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, asserting any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the other Party or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

15. INDEMNIFICATION. To the fullest extent permitted by law, each Party shall indemnify, hold harmless and defend the other from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Each party will defend, hold harmless and/or indemnify the other against such claims. Notwithstanding the obligation to defend as set forth in this paragraph, the defended party may elect to participate in the defense of any claim brought against that party because of the conduct of the defending party, its officers, employees and agents. Such participation shall be at the defended party's own expense and the

defended party shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

16. **MODIFICATION OF CONTRACT.** The Contract constitutes the entire contract and understanding between the Parties and may only be modified by a written amendment approved by the governing body of both Parties and signed by their authorized representatives.

17. **AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this Contract.

18. **WAIVER OF LIEN.** East Fork understands and agrees the services the County will render to the County are not intended for the improvement of real property or to otherwise grant any rights to East Fork pursuant to NRS chapter 108.

19. **FORCE MAJEURE.** No Party to this Contract shall be considered to be in default in the performance of any obligations under this Contract when a failure of performance shall be due to uncontrollable forces. The Term "uncontrollable force" shall mean any cause beyond the control of the Party unable to perform such obligation, including but not limited to failure or threat of failure of facilities, flood, earthquake, storm, fire, lightning, and other natural catastrophes, epidemic, war, civil disturbance or disobedience, strike, sabotage, restraint by order of a court or regulatory body or agency of competent jurisdiction, and any non-action by, or failure to obtain the necessary authorization or approvals from a Federal governmental agency or authority, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to overcome. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved or accede to claims or conditions which it believes to be adverse to its business or other interests.

20. **THIRD PARTY BENEFICIARY.** Nothing contained in this Contract is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either East Fork or County.

21. **NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: County Manager
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6290

To East Fork: East Fork Fire Protection District
Attn: Chief Tod Carlini
1694 County Road
Minden, Nevada 89423
Telephone: (775) 782-9040

DRAFT

22. ENTIRE CONTRACT AND MODIFICATION. This Contract constitutes the entire contract and understanding of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other contracts or contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

23. CONFLICT OF INTEREST. By signing this Contract, East Fork agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty, from this Contract. Conversely, by signing this Contract, County agrees that any information obtained from East Fork, in whatever form, will not be divulged to other competing interests without the permission of the District Fire Chief. In the event of a breach of this provision, East Fork may immediately withdraw, without penalty, from this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be Legally bound thereby.

Patrick Cates

County Manager

Tod Carlini

Fire Chief

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”), dated as of [DATE] (the “**Effective Date**”), is by and between CONWAY COMMUNICATIONS, INC., a Nevada corporation with a mailing address of 3370 Executive Pointe Way, Suite #40, Carson City, NV 89706 (“**Service Provider**” or “**Conway Communications**”) and [EAST FORK FIRE PROTECTION DISTRICT CUSTOMER NAME], a [state of organization] [type of entity], with offices located at [address] (“**Customer**”).

Conway Communications provides information technology services, including communications, managed IT, structured cabling, surveillance and security, and other technology professional services.

Customer desires to retain Service Provider to provide certain of these information technology services upon the terms and conditions set forth in this Agreement, and Service Provider is willing and qualified to perform such services.

In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined in the context of this Agreement are set forth and defined in the “*Glossary of Terms*” set forth on ~~Error! Reference source not found.~~~~Error! Reference source not found.~~~~Schedule 1~~ Schedule 1 attached to this Agreement.

2. **Services.**

2.1 Service Provider shall provide the Services to Customer (as described in more detail in each Statement of Work (or “**SOW**”)) in accordance with the terms and conditions of this Agreement. By accepting Services and/or an applicable Statement of Work, Customer agrees to the terms of this Agreement. If there is a specific, material difference or a direct conflict between the language in a SOW on the one hand and the language in this Agreement on the other, then the language of the Statement of Work will control.

2.2 Each Statement of Work may include the following information, if applicable: (a) a description of the Services to be performed pursuant to the Statement of Work; (b) the date upon which the Services will commence and the term of such Statement of Work; (c) the fees and costs to be paid to Service Provider under the Statement of Work; (d) the Project implementation plan and/or timetable; (e) Project Milestones and payment schedules; (f) any other criteria for completion of the Services and/or Project; and (g) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

2.3 All Services will be performed on a schedule, and in a prioritized manner, ~~to which as~~ Service Provider ~~and Customer agree, deems reasonable and necessary.~~ Exact start dates may vary or deviate from the dates ~~to which~~ Service Provider ~~and Customer have agreed state to Customer~~ depending on the Service being provided and the extent to which prerequisites (if any), such as transition or onboarding activities, must be completed. ~~Service Provider shall obtain written approval from Customer of any change to the schedule or priorities upon which they have agreed, but such approval will not be unreasonably withheld.~~ Service Provider will respond to any notification received by Service Provider of any error, outage, alarm, or alert pertaining to the Environment in accordance with the priority table(s) supplied to Customer in an SOW. In no event will Service Provider be responsible for delays in its response or Service Provider’s provision of Services during (a) those periods of time covered under the Transition Exception, (b) periods of delay caused by Scheduled Downtime, Customer-Side Downtime, Vendor-Side Downtime, (c) periods in which Service Provider is required to suspend the Services to protect the security or integrity of the Environment or Service Provider Equipment, or (d) delays caused by a Force Majeure Event. Service Provider will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by Customer-Side Downtime or Vendor-Side Downtime.

2.4 Each party is, and will remain, the owner and/or licensor of all works of Intellectual Property Rights owned by such party and nothing in this Agreement, any SOW, or the provision of any Service shall be

deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property Rights to the other party unless expressly set forth and described in a SOW. For the purposes of clarity, Customer understands and agrees that Service Provider owns any software, codes, algorithms, or other works of authorship that Service Provider creates while providing the Services to Customer. If Service Provider provides licenses to Customers for Third Party Products, then Customer understands and agrees that such Third Party Products are licensed, and not sold, to Customer. Customer is allowed to use such Third Party Products subject to the terms and conditions (a) of this Agreement, (b) of the applicable SOW, (c) written directions that Service Provider supplies to Customer, and (d) any applicable EULA; no other uses of such Third Party Products are permitted. To the maximum extent permitted by applicable Law, Service Provider makes no warranty or representation, either expressed or implied with respect to third party software or its quality, performance, merchantability, or fitness for a particular purpose.

3. Service Provider's Obligations.

3.1 The Service Provider shall:

(a) appoint (i) a ~~qualified~~ Service Provider employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Service Provider in connection with matters pertaining to this Agreement (the "**Service Provider Contract Manager**"), and (ii) Service Provider Personnel, who shall be suitably skilled, experienced, and qualified to perform the Services;

(b) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and materially comply with all relevant Laws applicable to the provision of the Services;

(c) comply with, and ensure that all Service Provider Personnel, materially comply with, all rules, regulations, and policies of Customer that are communicated to Service Provider in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Customer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures; and

(d) in connection with Services with fees based on time and materials (versus flat rates), maintain complete and accurate records of the time spent and materials used by Service Provider in providing the Services in such form as Customer shall reasonably approve.

3.2 Service Provider is responsible for all Service Provider Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

4. Customer's Obligations.

4.1 Customer shall:

(a) cooperate with Service Provider in all matters relating to the Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**"). If no Customer Contract Manager is identified in an applicable SOW or if a previously identified Customer Contract Manager is no longer available to Service Provider, then the Customer Contract Manager will be the person (i) who accepted the SOW, and/or (ii) who is generally designated by Customer during the course of relationship to provide Service Provider with direction or guidance. Service Provider will be entitled to rely upon directions and guidance from the Customer Contract Manager until Service Provider is affirmatively made aware of a change of status of the Customer Contract Manager. Customer agrees that it will not use a ticketing system or help

desk request to notify Service Provider about the change of a Customer Contract Manager nor leave a recorded message for Service Provider informing it of a change to the Customer Contract Manager.

(b) provide Service Provider Personnel such access to Customer's premises and such office accommodation and other facilities and equipment and networks as may reasonably be requested by Service Provider, for the purposes of performing the Services and each Project. Without limiting the generality of the foregoing, Customer hereby grants to Service Provider and Service Provider's designated Third Party Providers the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment as necessary to enable Service Provider or Third Party Providers, as applicable, to provide the Services and/or Third Party Services. Depending on the Service, Customer acknowledges that Service Provider may be required to install one or more software agents into the Environment through which such access may be enabled. It is Customer's responsibility to secure, at its own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for Service Provider or its Third Party Providers to provide Services to the Environment and, if applicable, at Customer's designated premises, both physically and virtually. [Service Provider shall notify Customer in advance of any such necessities.](#) Proper and safe environmental conditions must be provided and assured by Customer at all times. Service Provider shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve;

(c) implement and maintain reasonable physical security for all managed hardware and related Devices in Customer's physical possession or control. Customer is strongly advised to adhere to the following security measures: (i) physical barriers, such as door and cabinet locks, designed to prevent unauthorized physical access to protected equipment, (ii) an alarm system to mitigate and/or prevent unauthorized access to the premises at which the protected equipment is located, (iii) fire detection and retardant systems, and (iv) periodic reviews of personnel access rights to ensure that access policies are being enforced, and to help ensure that all access rights are correct and promptly updated;

(d) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(e) provide such Customer Materials and/or information as Service Provider may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects (including the maintenance and preservation of all passwords, keys, access codes, activations codes and other similar words, phrases and codes);

(f) refrain from modifying or moving the Environment or installing software in the Environment unless Service Provider expressly authorizes such activity and to take all actions reasonably necessary to prevent any third party from making any alterations to any hardware or software subject to the Services. In all situations (including those where Service Provider is co-managing an Environment with Customer's internal IT department), Customer agrees and understands that Service Provider will not be responsible for changes to the Environment or issues that arises from those changes that are not authorized by Service Provider;

(g) ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant legal or industry standards or requirements, abide by terms of any warranty issued by any OEM [\(as defined below in subsection \(j\) of this Section 4.1\)](#) and related software subject to the Services, and keep in working order all files, directories, and code associated with any website controlled by Customer;

(h) obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, the Environment, installation of any Service Provider Equipment, the use of Customer Materials, and the use of the Customer Equipment in relation to the

Service Provider Equipment, in all cases before the date on which the Services are to start. If Service Provider asks for proof of authenticity and/or licensing, Customer must provide Service Provider with such proof. If Service Provider requires certain minimum hardware or software requirements in a SOW or otherwise (“**Minimum Requirements**”), Customer agrees to implement and maintain those Minimum Requirements as an ongoing requirement of Service Provider providing the Services

(i) keep, maintain, and ensure all Service Provider Equipment, and shall not dispose of or use any Service Provider Equipment other than in accordance with Service Provider’s written instructions or authorization;

(j) notify Service Provider promptly of any operational or other errors or problems with regard to any hardware or software subject to the Services and not attempt to repair any such error or other problem and to maintain reasonable and appropriate levels of physical and electronic security and protection from all environmental or physical perils, loss of data and/or any harmful or malicious electronic files. Customer agrees that if, in Service Provider’s discretion, a hardware or software issue requires vendor or Original Equipment Manufacturer (“**OEM**”) support, Service Provider may contact the vendor or OEM (as applicable) on Customer behalf and invoice Customer for all fees and reasonable costs involved in that process;

(k) To comply with all copyright and/or other Intellectual Property Rights of third parties, as required by any applicable Law;

(l) Except ~~as otherwise for~~ a Service to be performed by Service Provider under a SOW, to perform all patches, updates on hardware or software subject to the Services in a timely manner and in accordance with the instructions provided to Customer by the manufacturer in connection with such updates (“**Updates**”). If Updates are provided to Customer as part of the Services, Service Provider will implement and follow the manufacturers’ recommendations for the installation of Updates; however, Customer agrees and understands that Service Provider (i) does not warrant or guarantee that any Update will perform properly, (ii) will not be responsible for any downtime or losses arising from or related to the installation, use, or inability to use any Update, and (iii) reserves the right, but not the obligations, to refrain from installing an Update until Service Provider has determined, in its reasonable discretion, that the Updates will be compatible with the configuration of the Environment and materially beneficial to the features or functionality of the affected software or hardware subject to the Services; and

(m) To comply fully with all reasonable specifications, rules, regulations and policies governing the Services provided to Customer by Service Provider. Such rules, regulations and policies shall be subject to change from time to time in Service Provider’s sole discretion.

4.2 If Service Provider’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

4.3 Without limiting the generality of the foregoing, Customer agrees and understand that it alone, and not Service Provider, is responsible for Customer’s own compliance with all Laws, including all confidentiality and security requirements, and any and all such requirements of the HIPAA, Gramm-Leach-Bliley Act, USA Patriot Act (along with all network rules applicable to VISA, MasterCard, Discover, and/or other networks). Unless otherwise expressly stated in a SOW, the Services are not intended, and will not be used, to bring Customer into full regulatory compliance with any Law, rule, regulation, or requirement that may be applicable to Customer’s business or operations. Depending on the Services provided, the Services may aid Customer’s efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.

4.4 Customer warrants and represents that Customer knows of no Law governing Customer's business that would impede or restrict Service Provider's provision of the Services, or that would require Service Provider to register with, or report Service Provider's provision of the Services (or the results thereof), to any government or regulatory authority. Customer agrees to promptly notify Service Provider if Customer becomes subject to any of the foregoing which, in Service Provider discretion, may require a modification to the scope or pricing of the Services. Similarly, if Customer is subject to responsibilities under any applicable Law (including, but not limited to, HIPAA, Gramm-Leach-Bliley Act, and USA Patriot Act), then Customer agrees to identify to Service Provider any data or information subject to protection under that Law prior to providing such information to Service Provider or, as applicable, prior to giving Service Provider access to such information.

4.5 Customer understands and agrees that data loss or network failures in its Environment may occur, whether or not foreseeable. In order to reduce the likelihood of a network failure, Customer must maintain proper security for its computer and information systems, including Updates. Customer will adhere to Updates and maintain specific security standards, policies, procedures set forth by the NIST Cybersecurity Framework available at <https://www.nist.gov/cyberframework>. It is understood that within the Services provided it is not the intent for Service Provider to provide any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or other cyber threats for Customer unless otherwise expressly specified in a Scope of Work.

4.6 Customer understands and agrees that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are downloaded or installed into the Environment. Service Provider does not warrant or guarantee that all malware or malicious activity will be capable of being detected, avoided, quarantined, or removed, or that any data deleted, corrupted, or encrypted by such malware ("**Impacted Data**") will be recoverable. Unless otherwise expressly stated in an SOW, the recovery of Impacted Data is out-of-scope and not included in the Services. Moreover, unless expressly stated in an SOW, Service Provider will not be responsible for activating multifactor authentication in any application in or connected to the Environment. Customer is strongly advised to (a) educate its employees to properly identify and react to "phishing" activity (i.e., fraudulent attempts to obtain sensitive information or encourage behavior by disguising oneself as a trustworthy entity or person through email), and (b) obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a "best practice" scenario. Except as otherwise expressly set forth in this Agreement, Service Provider is held harmless from any costs, expenses, or damages arising from or related to such incidents.

4.7 Customer acknowledges that from time to time, Service Provider may provide Customer with specific advice and directions related to the Services ("**Advice**"). For example, Advice may include increasing server or hard drive capacity, increasing CPU power, replacing obsolete equipment, or refraining from engaging in acts that disrupt the Environment or that make the Environment less secure. Customer is strongly advised to follow Advice which, depending on the situation, may require Customer to make additional purchases or investments in the Environment at its sole cost. Customer acknowledges and agrees that Service Provider is not responsible for any problems or issues (such as downtime or security-related issues) caused by Customer's failure to promptly follow Advice. If, in Service Provider's discretion, Customer's failure to follow Advice renders part or all of the Services economically or technically unreasonable to provide, then Service Provider may terminate the applicable Services for cause by providing notice of termination to Customer. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by Customer's failure to follow Advice, or Customer's unauthorized modification of the Environment, as well as any services required to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope and not included in the Services without further remuneration to Service Provider

5. Change Orders.

5.1 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing in accordance with the notice provisions in Section 17.417-417.4. Service Provider shall, within a reasonable time (not to exceed 14 days) after receiving a

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Customer-initiated request, or at the same time that Service Provider initiates such a request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; (c) the likely effect of the change on the Services; (d) any other impact the change might have on the performance of this Agreement; and (e) any other information reasonably requested by the Customer.

5.2 Promptly after receipt of the written estimate, the parties shall bond and agree in writing on the terms of such change (a “**Change Order**”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section ~~17.1017-1017-10~~.

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6. Term and Termination.

6.1 Term. This Agreement shall commence as of the Effective Date and shall continue thereafter until the latest to occur of the completion of the Services under all Statements of Work and a term of one year (the “**Initial Term**”), unless sooner terminated pursuant to this Section ~~666~~. The termination of Services under one SOW shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other Services between the parties.

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6.2 Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for additional one (1) year terms unless a party provides written notice of nonrenewal at least ~~sixty (60)~~ one hundred twenty (120) days prior to the end of the then-current term (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”). If the Term is renewed for one or more Renewal Term, the terms and conditions of this Agreement during each Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in fees in accordance with Section ~~7.57-57.5~~. If either party provides timely notice of nonrenewal, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section ~~666~~.

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6.3 Other Termination. ~~Service Provider, in its sole discretion, may terminate this Agreement or any SOW, in whole or in part, at any time without cause, by providing at least thirty (30) days’ prior written notice to Customer.~~ If Customer terminates this Agreement (or any applicable SOW) for a reason other than for cause as set forth in this Section 6.4 below prior to the end of the Term or any subsequent Renewal Term, or if Service Provider terminates this Agreement (or any applicable SOW) for a reason set forth in Section 6.4 below, in addition to any other amounts due to Service Provider under this Agreement, Customer shall pay to Service Provider damages equal to one hundred percent (100%) of the fees due during the one hundred twenty (120) days remaining portion of the Initial Term, any Renewal Term, and/or SOW in effect at the time of such termination. For the avoidance of doubt, the foregoing sentence will apply such that Customer will also be responsible to pay to Service Provider an amount equal to one hundred percent (100%) of the fees that would otherwise be due and payable for one hundred twenty (120) days from the date written notice of termination is given to Service Provider under an upcoming Renewal Term if Customer fails to abide by the requirements of Section 6.2 by terminating this Agreement after the expiration of sixty (60) day period described therein.

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6.4 Termination for Cause.

(a) Either party may terminate this Agreement or any SOW, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party: (i) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any Law relating to domestic or foreign bankruptcy or insolvency, which is not fully stayed within twenty (20) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

~~(b) In the event that Customer or any of its staff, personnel, contractors, or representatives engages in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to Customer, then in addition to Service Provider's other rights under this Agreement, Service Provider will have the right upon providing Customer with ten (10) days prior written notice, to terminate the Services, this Agreement, and/or any applicable SOW.~~

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6.5 Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason:

(a) Service Provider shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid, all Customer Equipment and all Customer Materials in its possession, (ii) promptly remove any Service Provider Equipment located at Customer's premises, (iii) provide reasonable cooperation and assistance to Customer upon Customer's written request and at Customer's expense in transitioning the Services to a different Service Provider (subject to subparagraph (d) below), and (iv) on a pro rata basis, repay all fees and expenses paid in advance for any Services not performed or Deliverables not provided (except to the extent Service Provider is permitted to retain fees in accordance with Section 6.3 above).

(b) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

(c) If Customer fails or refuses to grant Service Provider access as described herein, or if any of the Service Provider Equipment is missing, broken or damaged (normal wear and tear excepted) or any of Service Provider-supplied software is missing, Service Provider will have the right to offset against amounts otherwise owing to Customer and/or invoice Customer for, and Customer hereby agrees to pay immediately, the full replacement value of any and all missing or damaged items.

(d) In the event that Customer requests Service Provider's assistance to transition away from the Services, Service Provider will provide such reasonable assistance if (i) all fees due and owing to Service Provider are paid to Service Provider in full prior to Service Provider providing its assistance to Customer, and (ii) Customer agrees to pay Service Provider's then-current hourly rate for such assistance, with up-front amounts to be paid to Service Provider as it may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. Customer also understands and agrees that any software configurations that Service Provider custom creates or programs for Customer are Service Provider's proprietary information and shall not be disclosed to Customer under any circumstances. Unless otherwise expressly stated in a SOW, Service Provider will have no obligation to store or maintain any Customer data in its possession or control beyond five (5) calendar days following the termination of the applicable Services, this Agreement and/or the applicable SOW. Notwithstanding the foregoing, Service Provider understands and agrees that the data and other records in its custody and control are public records subject to the provisions of NRS 239 and Service Provider will maintain and store all such records and data until such time as Customer notifies Service Provider that it has preserved all such records and data independently of Service Provider and the Services. Except for public records, Service Provider will be held harmless for, and indemnified by Customer against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Service Party's deletion of Customer's data beyond the time frames described in this section.

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6.6 Survival. The rights and obligations of the parties set forth in this Section ~~6.666.6~~ and Section ~~11.1~~, Section ~~999~~, Section ~~101010~~, Section ~~121212~~, Section ~~6.56.56.5~~, Section 13, Section 14, and Section 17, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

7. Fees and Expenses: Payment Terms.

7.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Statement of Work.

7.2 Where the Services are provided on a time and materials basis: (a) the fees payable for the Services shall be calculated in accordance with Service Provider's daily or hourly fee rates set forth in the applicable Statement of Work; (b) Customer shall reimburse Service Provider, at Service Provider's actual cost, for any materials, machinery, equipment, and third-party services, including Third Party Providers (collectively, "Materials"), reasonably necessary for the provision of the Services. Except as otherwise provided in this Agreement, Service Provider shall obtain Customer's written consent prior to the purchase of all Materials, which shall not be unreasonably withheld; and (c) Service Provider shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, ~~calculated as provided in this Section 7.2, together with a detailed breakdown of any expenses for such month incurred in accordance with Section 7.4.~~

7.3 Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work. The total price shall be paid to Service Provider in installments, as set out in the Statement of Work. On achieving a Project Milestone and/or at the end of a period specified in the applicable Statement of Work in respect of which an installment is due, Service Provider may, but is not required to, issue invoices to Customer for the fees that are then payable, ~~together with a detailed breakdown of any expenses incurred in accordance with Section 7.4.~~

7.4 ~~Customer agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.~~

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7.5 The parties agree that for Services provided on a time and materials basis, Service Provider may increase its standard fee rates specified in the applicable Statement of Work upon written notice to Customer; *provided, that:* (a) Service Provider provides Customer written notice of such increase ~~no later than January 2 of each year of the Term or Renewal Term at least thirty (30) days prior to the effective date of such increase;~~ and (b) such increases occur no more frequently than once per ~~year of the Term or Renewal Term, every six (6) months of the Term.~~

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7.6 Generally, all recurring monthly prices anticipate automatic monthly recurring payment by Customer. If applicable, recurring payments made by ACH will be deducted from Customer's designated bank account on the first business day of the month in which the Services are to be provided, or if applicable, Customer's designated credit card will be charged on the first business of the month in which the Services are to be provided. ~~All other Payment for non-recurring Services will be due upon receipt of invoice which Service Provider shall issue to Customer in accordance with the terms of this Section, and Customer shall pay all invoiced amounts due to Service Provider within thirty (30) days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and, other than payments by ACH and/or credit card, shall be made by check or wire transfer.~~

7.7 Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Services are for the Customer's account, and Customer hereby agrees to pay such taxes.

7.8 Except as otherwise set forth in a Statement of Work, amounts owing to Service Provider that remain unpaid for more than ~~Thirty (30) fifteen (15)~~ days after due will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the maximum allowable rate of interest permitted by applicable Law. ~~Service Provider reserves the right (in addition to and not in lieu of its other rights hereunder), but not the obligation, to suspend part or all of the Services without prior notice to Customer in the event that any portion of undisputed fees are not timely received by Service Provider. Monthly or recurring charges (as applicable) shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by Service Provider within thirty (30) days after the applicable Service is rendered or the date on which Customer pays an invoice, or Customer~~

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~~discovers facts giving rise to the dispute, whichever is later, or otherwise, Customer waives its right to dispute the fee thereafter. A re-connect fee of up to five percent (5%) may be charged to Customer if Service Provider suspend the Services due to Customer's nonpayment.~~ Time is of the essence in the performance of all payment obligations by Customer. If Service Provider is required to refer Customer's account to Collections or to start any Collections-related action to recover undisputed fees, Service Provider will be entitled to recover all costs and fees Service Provider incurs in the Collections process, including, but not limited to, reasonable attorneys' fees and costs.

8. Third Party Services; Equipment.

8.1 Portions of the Services may be acquired from, resold from, and/or rely upon the services of, third party vendors, manufacturers, or providers ("**Third Party Provider**"). Third Party Providers may provide services such as data hosting services, help desk services, malware detection services, domain registration services, data backup/recovery services, other security related services, and/or next generation technology solutions (each, a "**Third Party Service**"). Not all Third Party Services will be expressly identified as being provided by a Third Party Provider, and at all times Service Provider reserves the right to utilize the services of any Third Party Provider or to change Third Party Providers in its sole discretion as long as the change does not materially diminish the Services that Service Provider is obligated to provide to Customer. Customer understands and agrees that Third Party Providers are not Service Provider's contractors, subcontractors, or otherwise under its managerial or operational control. While Service Provider will endeavor to facilitate a workaround for the failure of a Third Party Service, Service Provider will not be responsible, and will be held harmless by Customer, for any failure of any Third Party Service as well as the failure of any Third Party Provider to provide such services to Service Provider or to Customer.

8.2 Portions of the Services may require Customer to accept the terms of one or more third party end user license agreements with Third Party Providers ("**EULAs**"). If the acceptance of a EULA is required in order to provide the Services to Customer, then Customer hereby grants Service Provider permission to accept the EULA on Customer's behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. Customer agrees to be bound by the terms of such EULAs and will look only to the applicable Third Party Provider for the enforcement of the terms of such EULAs. If, while providing the Services, Service Provider is required to comply with a third-party EULA and the third party EULA is modified or amended, Service Provider reserves the right to modify or amend any applicable SOW with Customer to ensure Service Provider's continued compliance with the terms of the third party EULA.

8.3 Under no circumstances will Service Provider be responsible for any data lost, corrupted, or rendered unreadable due to (i) communication and/or transmissions errors or related failures (whether onsite or cloud-based), (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) Service Provider failure to backup or secure data from portions of the Environment that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in writing by Service Provider, Service Provider does not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

8.4 Customer hereby represents and warrants that Service Provider is authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the Environment (collectively, "**Devices**"), regardless of whether such Devices are owned, leased or otherwise controlled by Customer. Unless otherwise stated in writing by Service Provider, Devices may not receive or benefit from the Services while the Devices are detached from, or unconnected to, the Environment. Customer is strongly advised to refrain from connecting Devices to the Environment where such devices are not previously known to Service Provider and are not expressly covered under a managed service plan from Service Provider ("**Unknown Devices**"). Service Provider will not be responsible for the diagnosis of, any failures due to, or remediation of any issues in the Environment caused by the connection or use of Unknown Devices in the Environment, and Service Provider will not be obligated to provide the Services to any Unknown Devices.

8.5 All Service Provider Equipment is licensed to Customer and is neither owned by Customer nor leased to Customer. Upon the termination of applicable Services, Customer's license to use the Service Provider Equipment shall immediately terminate, and thereafter all Service Provider Equipment must be returned to Service Provider immediately at Customer's expense. All configurations on the Service Provider Equipment are Service Provider's proprietary information and will not be circumvented, modified, or removed by Customer without Service Provider prior written consent.

9. Confidential Information.

9.1 The Receiving Party agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 9.1; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and (c) to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

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9.2 If the Receiving Party ~~becomes-is or becomes~~ legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

10. Representations and Warranties.

10.1 Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
- (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10.2 Service Provider represents and warrants to Customer that:

- (a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;
- (b) it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

(c) (i) to Service Provider's knowledge none of the Services, Deliverables, and Customer's use thereof infringe or will infringe any registered or issued patent, copyright or trademark of any third party arising under the Law of the United States, and, (ii) as of the date hereof, there are no pending or, to Service Provider's knowledge, threatened claims, litigation, or other proceedings pending against Service Provider by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (x) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Service Provider, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Service Provider, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any Person other than Service Provider;

(d) the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement and the applicable Statement of Work for a period of 30 days after delivery to Customer. In the event of Service Provider's breach of the foregoing warranty, Service Provider's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) The Service Provider shall use reasonable efforts to cure such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section ~~17.4~~~~17.417.4~~.

(ii) In the event the Agreement is terminated in accordance with this Section ~~10.2(d)~~~~10.2(d)~~~~10.2(d)~~, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for such Service or Deliverable less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(iii) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after delivery of such Service or Deliverable to Customer or with respect to changes made by any Person other than Service Provider or at Service Provider's direction.

10.3 All equipment, machines, hardware, software, peripherals, or accessories purchased through Service Providers ("**Third Party Products**") are generally nonrefundable once the item is ordered from Service Provider's third party provider or reseller. If Customer desires to return a Third Party Product, then the Third Party Provider's return policies shall apply. Service Provider does not guarantee that purchased Third Party Products will be returnable, exchangeable, or that re-stocking fees can or will be avoided. Customer may be responsible for the payment of all re-stocking or return-related fees charged by the third party provider or reseller as well as reasonable charges for Service Provider time spent in processing returns on Customer's behalf. Service Provider will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to Customer, but will have no liability whatsoever for the quality, functionality, or operability of any Third Party Products, and Service Provider will not be held liable as an insurer or guarantor of the performance, uptime, or usefulness of any Third Party Products. All Third Party Products are provided "as is" and without any warranty whatsoever as between Service Provider and Customer (including but not limited to implied warranties).

~~10.4 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.~~

11. Indemnification.

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~~11.1~~ Customer shall defend, indemnify, and hold harmless Service Provider and Service Provider's Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party action arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Customer; and (b) Customer's breach of any representation, warranty, or obligation of Customer in this Agreement. Notwithstanding the foregoing, Customer does not waive and will assert immunity afforded to it by NRS.032 in any action brought against it directly or seeking indemnification.

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~~11.2~~11.1 Service Provider shall promptly notify Customer in writing of any action and cooperate with the Customer at the indemnifying party's sole cost and expense. Service Provider will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. Otherwise, Customer shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at Customer's sole cost and expense. Customer shall not settle any action in a manner that adversely affects the rights of Service Provider without Service Provider's prior written consent. Service Provider's failure to perform any obligations under this Section ~~11.1~~11.2 shall not relieve Customer of its obligations under this Section ~~11.1~~11.2. Service Provider may participate in and observe the proceedings at its own cost and expense.

12. Limitation of Liability.

12.1 Customer acknowledges and agrees that Service Provider would not provide any Services, or enter into any SOW or this Agreement, unless Service Provider could rely on the limitations described in this Agreement, including this Section.

12.2 IN NO EVENT WILL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, OR OTHER INDIRECT OR CONTINGENT EVENT-BASED ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THIS AGREEMENT, ANY SOW, OR FOR ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY ANY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY SOW, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 IN NO EVENT WILL SERVICE PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (A "CLAIM"), EXCEED THE AMOUNT OF ACTUAL AND DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER (EXCLUDING HARD COSTS FOR LICENSES, HARDWARE, ETC.) TO SERVICE PROVIDER FOR THE SPECIFIC SERVICE UPON WHICH THE APPLICABLE CLAIM(S) IS/ARE BASED DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM ACCRUED OR \$5,000, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDIES LISTED IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. SERVICE PROVIDER'S LIABILITY OBLIGATION SHALL BE FURTHER REDUCED TO THE EXTENT THAT A CLAIM IS CAUSED BY, OR THE RESULT OF, CUSTOMER WILLFUL OR INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR TO THE EXTENT THAT CUSTOMER FAILED TO REASONABLY MITIGATE (OR ATTEMPT TO MITIGATE, AS APPLICABLE) THE CLAIMS.

13. Insurance.

13.1 At all times during the Term of this Agreement and for a period of three years thereafter, Customer shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage: (a) commercial general liability with limits no less than \$100,000 per occurrence and

\$1,000,000 in the aggregate, including cyber liability, bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement; (b) worker's compensation with limits no less than the greater of (i) \$500,000, or (ii) the minimum amount required by applicable Law; and (c) errors and omissions and professional liability with limits no less than \$100,000 per occurrence and \$500,000 in the aggregate.

13.2 All insurance policies required pursuant to this Section ~~13.13.13~~ shall: (a) be issued by insurance companies reasonably acceptable to Service Provider; (b) provide that such insurance carriers give Service Provider at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, prior to such cancellation, Customer shall have new insurance policies in place that meet the requirements of this Section ~~13.13.13~~; (c) waive any right of subrogation of the insurers against Service Provider; (d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Service Provider shall be excess and non-contributory; and (e) name Service Provider and its Affiliates, including, in each case, all successors and permitted assigns, as additional insureds.

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13.3 Without limiting the generality of the foregoing, if Customer is supplied with Service Provider Equipment, Customer will also acquire and maintain, at its sole cost, insurance for the full replacement value of that equipment and listing Service Provider as an additional insured / loss payee and the policy will not be canceled or modified during the term of the applicable Services without prior notification to Service Provider.

13.4 Upon the written request of Service Provider, Customer shall provide Service Provider with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section ~~13.13.13~~, and shall not do anything to invalidate such insurance and provide proof of payment of any applicable premiums or other amounts due under the insurance policy. This Section ~~13.13.13~~ shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold the other harmless under this Agreement).

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14. Non-Solicitation.

14.1 During the Term of this Agreement and for a period of one (1) year thereafter, Customer shall not, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employ of Service Provider. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section ~~14.14.14.1~~, and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach of this Section ~~14.14.14.1~~.

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14.2 If Customer breaches Section ~~14.14.14.1~~, it shall, on demand, pay to Service Provider a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker, or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

15. Non-Exclusivity. The Service Provider retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

16. Force Majeure.

16.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, Law,

or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) internet outages, shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 30 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

16.2 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

16.3 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section ~~16.16~~, the other party may thereafter terminate this Agreement upon 15 days' written notice.

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17. Miscellaneous.

17.1 Customer shall, upon the request of Service Provider, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

17.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Customer shall not be bound by this Section 17.3 if complying with its provisions conflict with Customer's obligations as a political subdivision of the state of Nevada, including, but not limited to, NRS Chapters 239, 241 and 332.

Commented [GL18]: As a public entity, bound to comply with State law

17.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section ~~17.4~~).

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If to Service Provider:

Conway Communications, Inc.
3370 Executive Pointe Way, Suite #40
Carson City, NV 89706
Email: [REDACTED]
Attention: [REDACTED]

If to Customer:

[CUSTOMER ADDRESS]
[Email: [EMAIL ADDRESS]]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

17.5 For purposes of this Agreement, (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits, and Statements of Work refer to the Sections of, and Schedules, Exhibits, and Statements of Work attached to this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits, and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

17.6 This Agreement, together with all Schedules, Exhibits, and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules (unless a Statement of Work expressly sets forth otherwise); (b) second, the applicable Statement of Work; and (c) third, any Exhibits and Schedules to this Agreement; and (d) fourth, the Service Provider Proposal.

17.7 Customer may not assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of Law, change of control, or merger, without the prior written consent of Service Provider. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.8 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

17.9 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

17.10 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17.11 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

17.12 This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Nevada without giving effect to any choice or conflict of Law provision or rule (whether of the

State of Nevada or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Nevada. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Nevada sitting in the Ninth Judicial District of the State of Nevada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. ~~The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of or related to any Service, this Agreement, or any SOW (except for issues of nonpayment by Customer) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.~~

Commented [GL19]: Public entity responsibility and liability

17.13 Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Except for undisputed collections actions to recover undisputed fees due to Service Provider ("**Collections**"), any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration before one arbitrator who is mutually agreed upon by the parties. ~~If the parties are unable to agree upon an arbitrator, each shall select an arbitrator and those arbitrators shall select a third arbitrator to arbitrate the matter. The arbitration shall be administered and conducted by the American Arbitration Association (the "AAA") or if there is no AAA-certified arbitrator available within a twenty (20) mile radius of Service Provider office, then by any arbitration forum as determined by Service Provider, pursuant to the selected forum's arbitration rules for commercial disputes (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth in this paragraph, the procedures set forth in this paragraph will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, the arbitration venue shall select the arbitrator. The arbitration shall take place in Douglas County, Nevada, a venue of Service Provider choice. The arbitrator will determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. Initially, the cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.~~

Commented [GL20]: Standard language in all our agreements regarding dispute

Commented [GL21]: Funding is generated thru our constituency in the county, it needs to be heard in Douglas County

~~17.14 — Each party acknowledges that a breach by a party of Section 9 (Confidentiality), and Section 14 (Non-Solicitation) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.~~

Commented [GL22]: Discuss with Mark

Commented [GL23R22]: Tyler checking

~~17.15~~17.14 If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

~~17.16~~17.15 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

CONWAY COMMUNICATIONS, INC.

By _____

Name: [REDACTED]

Title: [REDACTED]

[EAST FORK FIRE PROTECTION DISTRICT CUSTOMER NAME]

By _____

Name:

Title: Board President

DRAFT

SCHEDULE 1

(GLOSSARY OF TERMS)

“AAA” has the meaning set forth in Section 17.13.

“Advice” has the meaning set forth in Section 4.7.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Agreement” has the meaning set forth in the preamble.

“Change Order” has the meaning set forth in Section 5.25.25.2.

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“Collections” has the has the meaning set forth in Section 17.13.

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“Confidential Information” means any information that is treated as confidential by a party, including, but not limited to, all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, marked, designated, or otherwise identified as “confidential”. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information. To the extent that any information is public under NRS 239, such information is not Confidential Information.

Commented [GL24]: State Law

“Customer” has the meaning set forth in the preamble.

“Customer Contract Manager” has the meaning set forth in Section 4.1(a)4.1(a)4.1(a).

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“Customer Equipment” means any computers, equipment, systems, cabling, or facilities provided or otherwise owned by Customer and used directly or indirectly in the provision of the Services.

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“Customer Materials” any documents, data, know-how, methodologies, software, and other materials provided to Service Provider by Customer or otherwise owned by Customer, including computer software, programs, reports, and specifications.

“Customer-Side Downtime” means any period of time during which delays or deficiencies are caused by Customer actions or omissions, including, but is not limited to, any period of time during which Service Provider requires Customer participation or Service Provider require information, directions, or authorization from Customer but cannot reach the Customer Contract Manager.

“Defaulting Party” has the meaning set forth in Section 6.4(a).

“Deliverables” means all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in a Statement of Work.

“Devices” has the meaning set forth in Section 8.4.

“**Disclosing Party**” means a party that discloses Confidential Information under this Agreement.

“**Environment**” means, collectively, any computer network (cloud- based or otherwise), computer system, peripheral or device (virtual or physical) acquired, installed, maintained, monitored, or operated by Service Provider for Customer or on Customer’s behalf.

“**EULA**” has the meaning set forth in Section 8.1.

“**Force Majeure Event**” has the meaning set forth in Section ~~16.16.16~~.

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“**Impacted Data**” has the meaning set forth in Section 4.6.

“**Impacted Party**” has the meaning set forth in Section 16.1.

“**Initial Term**” has the meaning set forth in Section ~~6.16.16.1~~.

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“**Intellectual Property Rights**” means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“**Losses**” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Materials**” has the meaning set forth in Section 7.2

“**Minimum Requirements**” has the meaning set forth in Section 4.1(h).

“**OEM**” has the meaning set forth in Section 4.1(j).

“**Person**” means an individual, corporation, partnership, joint venture, corporation, governmental authority, unincorporated organization, trust, association, or other entity.

“**Project**” means a project as described in a Statement of Work.

“**Project Milestone**” means an event or task described in a Statement of Work which shall be completed by the relevant date set forth in the Statement of Work.

“**Receiving Party**” means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

“**Renewal Term**” has the meaning set forth in Section ~~6.26.26.2~~.

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“**Rules**” has the meaning set forth in Section 17.13.

“**Scheduled Downtime**” means those hours, as determined by Service Provider but which will not occur between the hours of 9:00 AM and 5:00 PM Pacific Time, Monday through Friday (Federal holidays excluded) without

Customer authorization or unless exigent circumstances exist, during which time Service Provider will perform scheduled maintenance or adjustments to the Environment. Service Provider will endeavor to provide Customer with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

“Service Provider” has the meaning set forth in the preamble.

“Service Provider Contract Manager” has the meaning set forth in Section 3.1(a)3.1(a)3.1(a).

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“Service Provider Equipment” means any equipment, systems, cabling, or facilities provided by or on behalf of Service Provider and used directly or indirectly in the provision of the Services.

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“Service Provider Personnel” means all employees and Permitted Subcontractors, if any, engaged by Service Provider to perform the Services.

“Service Provider Proposal” means Customer’s Request for Proposal for the Services and Service Provider’s response, describing how Service Provider proposes to carry out the Services and/or a Project.

“Services” mean the services to be provided by Service Provider under this Agreement, as described in more detail in a Statement of Work, and Service Provider’s obligations under this Agreement, including, including, but not limited to, any licenses, services, or products that Service Provider sells or re-sells to Customer.

“Statement of Work” or “SOW” means each statement of work or similar document entered into by the parties as contemplated by this Agreement (including a written “estimate” or “order” issued by Service Provider to Customer to the extent no separate statement of work has been entered in to in connection with the Services proposed thereunder), each of which describes, summarizes, and/or defines the scope and provision of the Services.

“Term” has the meaning set forth in Section 666.

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“Transition Exception” means the first forty-five (45) days following the commencement date of any Service, as well as any period of time during which Service Provider is performing off-boarding-related services (e.g., assisting Customer in the transition of the Services to another provider, terminating a service, etc.).

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“Third Party Provider” and “Third Party Service” have the meaning set forth in Section Error! Reference source not found.Error! Reference source not found.8.1 8.1.

Commented [GL25]: ?

“Third Party Products” has the meaning set forth in Section 10.3.

“Unknown Devices” has the meaning set forth in Section 8.4.

“Updates” has the meaning set forth in Section 4.1(l).

“Vendor-Side Downtime” means any delays or deficiencies caused by third party service providers, third party licensors, or “upstream” service or product vendors.

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Possible Action.** Discussion and possible action to allow the District Administration to exceed the maximum approved position roster for Firefighter/EMT, Firefighter/EMT Advanced, and/or Firefighter/Paramedic by one qualified full-time equivalent (FTE) position not to exceed 60 shifts from time of appointment and at a total cost allocation not to exceed \$80,000. (Tod F. Carlini, District Fire Chief) 10 minutes.

2. **Recommended Motion:** Motion to allow the District Administration to exceed the maximum approved position roster for Firefighter/EMT, Firefighter/EMT Advanced, and/or Firefighter/Paramedic by one qualified FTE position not to exceed 60 shifts from time of appointment and at a total cost allocation not to exceed \$80,000.

3. **Funds Available:** Yes **Amount:** \$80,000
Fund Name: Suppression **Account Number:** Several

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** January 17, 2023 **Time Required:** 10 minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:** The District Administration is seeking permission to exceed the maximum approved position roster for Firefighter/EMT, Firefighter/EMT Advanced, and/or Firefighter/Paramedic by one qualified FTE position not to exceed 60 shifts from time of appointment and at a total cost allocation not to exceed \$80,000. The District currently has one FTE available which will be filled by the end of the spring Academy. The District also has at least one long-term employee who has stated a future retirement which will generate a second position. The additional position being requested will allow the District some flexibility with other potential retirements and/or line of duty injury issues creating long-term vacancies. Funding for this request exists in the current year budget. The additional position will also allow the District to increase its off-district response capability by one position, under our current 10-person limitation. The benefit to the employee selected will be significant. The Labor Association has been contacted regarding the possible action and as required in the CBA, as this action would have an impact on overtime potential for a certain number of approved positions. Personnel for these positions will be provided from the existing Fuel/Fire crew. Recruitment is underway for Fuels and Fire personnel. The Administration recommends approval.

8. **Reviewed by:**

_____ District Fire Chief	_____ Board President
_____ Legal Counsel	_____ Other

9. **Board Action:**

_____ Approved	_____ Approved with Modifications
_____ Denied	_____ Deferred
_____ Other	

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Presentation Only.** Reports/updates from East Fork Professional Firefighters Association concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (President) 5 minutes.

2. **Recommended Motion:** For Presentation Only. No motion or action is necessary.

3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** January 17, 2023 **Time Required:** 5 minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:** This portion of the meeting will allow for reports and updates from East Fork Professional Firefighters Association including, but not limited to, the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action taken on these reports/updates.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Presentation Only.** Reports/updates from East Fork Volunteer Firefighters Association concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (President) 5 minutes.

2. **Recommended Motion:** For Presentation Only. No motion or action is necessary.

3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** January 17, 2023 **Time Required:** 5 minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:** This portion of the meeting will allow for reports and updates from East Fork Volunteer Firefighters Association including, but not limited to, the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action taken on these reports/updates.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

East Fork Fire Protection District

AGENDA ACTION SHEET

1. **Title: For Presentation Only.** Reports/updates from District Board Members and Administration concerning the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action will be taken on these reports/updates. (President) 10 minutes.

2. **Recommended Motion:** For Presentation Only. No motion or action is necessary.

3. **Funds Available:** NA **Amount:** NA
Fund Name: NA **Account Number:** NA

4. **Prepared by:** Tod F. Carlini, District Fire Chief

5. **Meeting Date:** January 17, 2023 **Time Required:** 10 minutes

6. **Agenda:** Administrative Agenda

7. **Background Information:** This portion of the meeting will allow for reports and updates from District Board Members and Administration including, but not limited to, the various assignments and committees they may be a member of, a liaison to, and meetings/functions they have attended. No action taken on these reports/updates.

8. **Reviewed by:**

<input type="checkbox"/> District Fire Chief	<input type="checkbox"/> Board President
<input type="checkbox"/> Legal Counsel	<input type="checkbox"/> Other

9. **Board Action:**

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Modifications
<input type="checkbox"/> Denied	<input type="checkbox"/> Deferred
<input type="checkbox"/> Other	

