EAST FORK FIRE PROTECTION DISTRICT

1694 County Road Minden, Nevada 89423

Meeting Agenda

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

Alan Ernst, District Fire Chief

Erica Amatore, Board Clerk

Tuesday, August 19, 2025

1:00 PM Board Meeting

To attend virtually-Contact Erica Amatore 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 Erica Amatore prior to the day of the meeting at 775-782-9040 or eamatore@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 <u>earnatore@eastforkfire.org</u> 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 on 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 Erica Amatore at 775-782-9040 to obtain help making public comments using the public comment methods.

Copies of the finalized agenda are posted at the following location prior to meeting day: East Fork Protection District Administrative Office. An electronic copy of the agenda and supporting materials are available on the following websites:

East Fork Fire website: https://eastforkfire.org/

Nevada Public notice: https://notice.nv.gov

Members of the public may request an electronic copy of the agenda or supporting materials by contacting Erica Amatore at eamatore@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 Erica Amatore 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
AUGUST 19, 2025

BOARD MEETING

1:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE - Mike Sommers

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 as 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.

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.

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. (John Bellona, President) 5 minutes.

APPROVAL OF PREVIOUS MINUTES

2. For Possible Action. Discussion and possible action to approve the draft meeting minutes of July 15, 2025, meeting of the East Fork Fire Protection District Board of Directors. (John Bellona, President) 5 minutes.

CONSENT CALENDAR

3. 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-M

FINANCE

- **A. For Possible Action**. Discussion and possible action to accept the report on general ledger cash balances as of July 31, 2025. (Julie Andress, Director of Finance/CFO)
- **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 July 2025 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
- C. For Possible Action. Discussion and possible action to approve payroll expenses paid in July 2025 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
- **D. For Possible Action.** Discussion and possible action to approve the Procurement Card Transactions paid for in July 2025 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
- **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 June 2025 in the amount of \$114,155.68. (Julie Andress, Director of Finance/CFO)
- **F. For Possible Action.** Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of May 2025. (Julie Andress, Director of Finance/CFO)
- **G. For Possible Action.** Discussion and possible action to approve payment in the amount of \$29,276.85 to the Deputy Chief of Operations, Larry Goss, \$3,582.71 to District Fire Chief, Alan Ernst and a payment in the amount of \$476.45 for Medicare tax, which reflects extraordinary time spent as Incident Commander for the June 2025 Conner Fire and July 2025 Safety Officer Complex for White Sage Fire in AZ, per Policy 650.16-Reimbursement Compensation for FLSA Exempt Employees. (Julie Andress, CFO/Director of Finance)
- **H. For Possible Action.** Discussion and possible action to award a one (1) year contract to First Due, a system for integrated data management across multiple District functions, as well as ePCR and RMS software, for the devices, accessories, software, and warranty options at a total additional cost not to exceed \$15,500 annually and a one-time \$6,450 start-up fee. (Alan Ernst, District Fire Chief)
- I. For Possible Action. Discussion and possible action to award a one-year contract to Marshall Billing for the independent hosting of all medical billing software, at an additional cost of \$4.28 per trip plus a \$7,500 implementation fee, and to authorize the District Fire Chief to execute all necessary documents. (Alan Ernst, District Fire Chief)

- J. For Possible Action. Discussion and possible action to award BLD Consulting a twenty (20)-year contract to develop a data reviewer tool that will provide access to historical RMS and ePCR data, at a cost not to exceed \$10,000. (Alan Ernst, District Fire Chief)
- K. For Possible Action. Discussion and possible action to approve the Memorandum of Understanding (MOU) between East Fork Fire Protection District and the Genoa Volunteer Fire Department, Station 3, concerning the long-term custodianship and display of a historically significant fire engine and authorize the District Fire Chief to sign the MOU for the life of the agreement. (Alan Ernst, District Fire Chief)
- L. For Possible Action. Discussion and possible action to authorize the District Fire Chief to sign the Wildland Fire Protection Program (WFPP) Agreement between the State of Nevada Department of Conservation and Natural Resources/Nevada Division of Forestry (NDF) and the East Fork Fire Protection District (EFFPD) for a two-year period at a cost not to exceed \$85,256 per year. (Alan Ernst, District Fire Chief)
- **M. For Possible Action.** Discussion and possible action regarding the purchase of G2 Fire Station Alerting System from US Digital Designs or USDD (Honeywell) to include (station control units, touch screen displays, network switches, dorm room remotes, ramp up lighting and speakers, and associated hardware) at all five career staffed stations at the cost of \$258,590.75 not including associated install cost. (Larry Goss, Deputy Fire Chief, Business Operations)

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION IF ANY

4. For Presentation Only. Budget Summary for month ending July 2025. (Julie Andress, Director of Finance/CFO) 5 minutes.

AWARDS, RECOGNITIONS, PROCLAMATIONS & DONATIONS

- **5. For Possible Action.** Discussion and possible action to accept the donation of \$3,925 from Bruce Cable, C.P.A., A.P.C., to dedicate the funds to iPad charging and mounting equipment, to outfit brush trucks and to authorize a letter of appreciation from the Board President. (Aaron Leising, Captain) 5 minutes.
- 6. For Possible Action. Discussion and possible action to approve a five-year Lease Agreement, commencing September 1, 2025 through September 1, 2030, between the East Fork Fire Protection District and East Fork Professional Firefighters, IAFF Local 3726, for the use of the top floor of the building located at 1604 US Hwy 395, Minden, Nevada, at a monthly rental rate of \$850, and to authorize the District Fire Chief to execute the agreement. (Alan Ernst, District Fire Chief) 10 minutes.
- 7. For Possible Action. Discussion and possible action to approve the Memorandum of Understanding (MOU) between East Fork Fire Protection

District and the Nevada Division of Forestry regarding the transfer of surplus State-owned vehicles to East Fork Fire Protection District including four 4-wheel drive pickup trucks, two crew carriers, one small SUV, and one porta potty trailer. (Larry Goss, Deputy Fire Chief, Business Operations) 10 minutes.

- 8. For Possible Action. Discussion and possible action to approve and authorize the District Fire Chief to execute the Cooperative Agreement between East Fork Fire Protection District and Truckee Meadows Fire Protection District in accordance with NRS 277.045, providing mutual aid, automatic aid, and assistance by hire between the two agencies. (Alan Ernst, District Fire Chief) 15 minutes.
- 9. For Possible Action. Discussion and possible action to approve the Aeromedical Services Agreement between the East Fork Fire Protection District and Rural Medevac Alliance, Inc. (Battle Born Helicopter) for the provision of aeromedical flight services, including co-location at Station 12, co-staffing with firefighter/paramedics, and related operational support, and to authorize the District Fire Chief to execute all necessary documents. There is no net fiscal impact because all costs will be reimbursed to the District by Rural Medivac Alliance Inc through this agreement. (Alan Ernst, District Fire Chief) 15 minutes.
- 10. For Possible Action. Discussion and possible action to approve the Meet and Confer Agreement between the East Fork Fire Protection District (EFFPD) and the International Association of Firefighters (IAFF) Local 3726 regarding the labor impacts of the partnership with Rural Medivac Alliance LLC (Battleborn Helicopter). The fiscal impact is \$30,681, in which the District will be reimbursed by Rural Medivac Alliance LLC. (Alan Ernst, District Fire Chief) 20 minutes.
- 11. For Presentation Only. Reports/updates from East Fork Professional Firefighters Association concerning the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (John Bellona, President) 5 minutes.
- 12. For Presentation Only. Reports/updates from East Fork Volunteer Firefighters Association concerning the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (John Bellona, President) 5 minutes.
- 13. For Presentation Only. Reports/updates from District Board Members and the Fire Chief concerning the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (John Bellona, 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. (John Bellona, President)

14. For Possible Action. Discussion and possible action to adjourn the East Fork Fire Protection District Board Meeting. (John Bellona, 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.

AGENDA ACTION SHEET

- 1. <u>Title</u>: 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. (John Bellona, President) 5 minutes.
- 2. Recommended Motion: Motion to approve the meeting agenda for August 19, 2025.

3. Funds Available: NA Amount: NA

Fund Name: NA <u>Account Number</u>: NA

4. Prepared by: Erica Amatore, Board Clerk

5. Meeting Date: August 19, 2025 Time Required: 5 minutes

6. Agenda: Initial Meeting Business

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.

Agenda Item # 1

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action to approve the draft meeting minutes of July 15, 2025, meeting of the East Fork Fire Protection District Board of Directors. (John Bellona, President) 5 minutes.
- 2. Recommended Motion: Motion to approve the minutes of the July 15, 2025, meeting.

3. Funds Available: NA Amount: NA

Fund Name: NA Account Number: NA

4. Prepared by: Erica Amatore, Clerk to the Board

5. Meeting Date: August 19, 2025 Time Required: 5 minutes

6. Agenda: Initial Meeting Business

7. <u>Background Information</u>: The Board of Directors is required to approve the minutes of the previous meeting. The previous meeting was held on July 15, 2025. Attached are the draft minutes.

Agenda Item # 2

DRAFT

The Board Meeting of the East Fork Fire Protection District Board was held on Tuesday, July 15, 2025, in-person and virtually, beginning at 1:00 PM.

East Fork Fire Protection District Board Present:

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

Staff:

Alan Ernst, District Fire Chief
Larry Goss, Deputy Chief of Business Management (online)
Amy Ray, Deputy Chief/Fire Marshal
Michael Shockey, Deputy Chief of Emergency Operations
Brad Driscoll, Division Chief/Risk Management
Holly Megee, Director of Administrative Services
Julie Andress, Director of Finance/CFO
Mark Forsberg, District Legal Counsel (online)
Erica Amatore, Clerk to the Board

Additional attendees that addressed the Board:

Gary Thurm, Engineer, Three Castles Engineering Peggy Ristorcelli, Sheridan Acres Resident Dennis McDuffee, Real Estate Agent, Intero Real Estate Kevin May, IAFF Union President (online) Chris Lang, EFFPD Volunteer Liaison

CALL TO ORDER

Board President John Bellona

INITIAL MEETING BUSINESS

PLEDGE OF ALLEGIANCE

Director Nathan Leising 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 Board President or other presiding officers 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 act on, please make your comments when the item is considered and is open 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 John Bellona opened public comment.

Gary Thurm, owner of Three Castles Engineering, read a prepared statement into record voicing his concerns for plan review fees. His statement is posted on the East Fork Fire website for review. Mr. Thurm requested the Board to allow Dennis McDuffee to speak under public comment when he arrived.

Peggy Ristorcelli, Sheridan Acres resident, read a prepared statement into record voicing her concerns about fire access and fire safe community. Her statement is posted on the East Fork Fire website for review.

President John Bellona stated public comment will be closed for now, but when Dennis McDuffee arrives, he will allow additional 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 act.

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. (John Bellona, President) 5 minutes.

President John Bellona opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve the meeting agenda for July 15, 2025.

RESULT:

APPROVED [UNANIMOUS]

MOTION BY:

Mike Sommers

SECOND BY:

Bernard Curtis

AYES:

Bellona, Curtis, Griffin, Leising, Sommers

NAYS:

ABSENT:

APPROVAL OF PREVIOUS MINUTES

2. For Possible Action. Discussion and possible action to approve the draft meeting minutes of the June 17, 2025, meeting of the East Fork Fire Protection District Board of Directors. (John Bellona, President) 5 minutes.

President John Bellona opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve the draft meeting minutes of the June 17, 2025 meeting of the East Fork Fire Protection District Board of Directors.

RESULT:

APPROVED [UNANIMOUS]

MOTION BY:

Barbara Griffin

SECOND BY:

Bernard Curtis

AVES:

Bellona, Curtis, Griffin, Leising, Sommers

NAYS:

ABSTAIN:

ABSENT:

CONSENT CALENDAR

3. 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. (John Bellona, President) 5 minutes.

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 June 30, 2025. (Julie Andress, Director of Finance/CFO)
- **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 June 2025 per NRS 474.210. (Julie Andress, Director of Finance/CFO
- **C. For Possible Action.** Discussion and possible action to approve payroll expenses paid in June 2025 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
- **D. For Possible Action.** Discussion and possible action to approve the Procurement Card Transactions paid for in June 2025 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
- **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 April 2025 in the amount of \$8,905.98. (Julie Andress, Director of Finance/CFO)
- **F. For Possible Action.** Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of April 2025. (Julie Andress, Director of Finance/CFO)

President John Bellona opened public comment.

There was no public comment.

Public comment closed.

MOTION to approve Consent Calendar items 3 a, b, c, d, e, f.

RESULT: APPROVED [UNANIMOUS]

MOTION BY: Mike Sommers SECOND BY: Nathan Leising

AYES: Bellona, Curtis, Griffin, Leising, Sommers

NAYS: ABSENT:

4. For Presentation Only. Budget Summary for month ending June 2025. (Julie Andress, Director of Finance/CFO) 5 minutes.

Director of Finance/CFO Julie Andress stated:

- The backup provided in the Board packet shows the budget performance report through the end of June
- 60 days remain in the fiscal year to account for expenditures and revenue
- Still waiting on GEMT (ground emergency medical transport) funds
- · Capital outlay will be rolling forward into the current fiscal year

Secretary Mike Sommers asked if the liquidation from the older capitol assets is sitting in miscellaneous funds for now.

Director of Finance/CFO Julie Andress stated yes, that is correct.

Secretary Mike Sommers asked if the funds have been received from capital assets and reflected in the current backup report.

Director of Finance/CFO Julie Andress noted the funds haven't been received yet, but once they are, along with the GEMT funds, it will bring the percentage up from the current 61%.

Secretary Mike Sommers asked what the percentage of revenue will be once we have received all outstanding funds.

Director of Finance/CFO Julie Andress stated she doesn't have that percentage right now, but she will get that information and report back to Secretary Sommers.

Secretary Mike Sommers asked if this budget summary included all sales tax.

Director of Finance/CFO Julie Andress stated, yes, it includes all sales tax.

Fire Chief Ernst explained the District has sold one Type 1 Engine for \$20,000, a Water Tender and the old Ladder Truck for \$16,910. There are two pending sales of Type 3 Engines for \$6,000 and \$4,000. This will be a total of \$46,910 for the District. Fire Chief Ernst concluded there are two Type 1 Engines, an Ambulance, and a Suburban that will be going to auction today as well.

President John Bellona opened public comment.

There was no public comment.

Public comment closed.

5. For Possible Action. Discussion and possible action to allow the District's Administration to purchase a new Braun ambulance from Red Sky EV, according to current specifications, with a purchase price not to exceed \$400,000, and to include and encumber costs within the FY 25/26 Budget. (Alan Ernst, District Fire Chief) 15 minutes.

Fire Chief Ernst stated an opportunity was presented to the District from Braun to purchase a demo Ambulance. This Ambulance is very similar, almost exact, to the District's specifications. It was delivered on Sunday so the apparatus committee could review it.

Fire Chief Ernst noted the District was about \$10,000 short for a new Ambulance, however, with the GEMT revenue, it will bring the budget up several hundred thousand dollars more. Between the GEMT funds and the bond funding, Chief Ernst stated he is requesting approval to purchase this Ambulance.

Secretary Mike Sommers asked if it was a demo ambulance and what year it is.

Fire Chief Ernst stated yes, it is a demo and the model year is 2024.

Secretary Mike Sommers asked if the ambulance had any documented hours on it.

Fire Chief Ernst noted very few hours. He explained his request is for approval to purchase the ambulance, which will go through a final inspection before the final purchase and signing.

President John Bellona opened public comment.

There was no public comment.

Public comment closed.

Motion to approve the purchase of a new Braun ambulance from Red Sky EV, according to current specifications, with a purchase price not to exceed \$400,000, and to include and encumbered costs within the FY 25/26 Budget.

RESULT: APPROVED [UNANIMOUS]

MOTION BY: Bernard Curtis SECOND BY: Barbara Griffith

AYES: Bellona, Curtis, Griffin, Leising, Sommers

NAYS: ABSENT:

President Bellona reopened public comment, as requested, to allow Dennis McDuffee to provide his remarks.

Dennis McDuffee, Real Estate Agent, Intero Real Estate, read a prepared statement into record voicing his concerns for plan review fees. His statement is posted on the East Fork Fire website for review.

Public comment closed.

6. For Possible Action. Discussion and possible action to authorize the District's Administration to extend the services of Anthony Seghieri, an independent contractor to serve as Grant Manager for an additional sixmonth period, at a cost not to exceed \$46,800; and to authorize the District Fire Chief to execute all necessary documents and contracts. (Alan Ernst, District Fire Chief) 15 minutes.

Fire Chief Ernst noted this request is to continue the employment contract with Anthony Seghieri, retired Chief Officer with Nevada Department of Forestry. Chief Seghieri approached East Fork Fire about wanting to help the community and work with the District. The District conducted a trial period to see how it would go.

Fire Chief Ernst stated he was happy to report since March of 2025, Chief Seghieri has strengthened the District's wildlife resistance through long-term planning, inter-agency coordination, and increased grant funding. Chief Seghieri has made significant progress and has been a regional player in allowing East Fork Fire to have a fully functioning and self-sustaining wildland fire fuels program. Chief Seghieri has also been responsible for helping secure over \$850,000 in grant funding from Nevada Department of Forestry.

Fire Chief Ernst concluded the funds Chief Seghieri has secured will be supporting fuels reduction projects, the Foothill landscape program expansion, and securing 4 instead of 2 fuels crew members for seasonal positions.

Fire Chief Ernst stated Chief Seghieri has applied for a \$350,000 WUI grant that is still in progress and he is currently developing a five-year strategic plan that will be essential in the future for applying for grants and project work. Chief Ernst requested the Board to extend Chief Seghieri's contract for 6 additional months.

President Bellona stated with the numbers provided, Chief Seghieri is paying for his position.

Director Barbara Griffin noted the District is also attaining some important grants.

Secretary Mike Sommers asked if the initial contract the District had with Chief Seghieri was through an LLC.

Fire Chief Ernst and Director of Administrative Services Holly Megee both noted his employment was not through an LLC.

President John Bellona opened public comment.

There was no public comment.

Public comment closed.

Motion to authorize the District's Administration to extend the services of Anthony Seghieri, an independent contractor, to serve as Grant Manager for an additional six-month period, at a cost not to exceed \$46,800; and to authorize the District Fire Chief to execute all necessary documents and contracts.

RESULT: APPROVED [UNANIMOUS]

MOTION BY: Barbara Griffin SECOND BY: Nathan Leising

AYES: Bellona, Curtis, Griffin, Leising, Sommers

NAYS: ABSENT:

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

No report.

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

Report provided at the end of the meeting.

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

Legal Counsel Mark Forsberg noted:

No report

Director of Finance/CFO Julie Andress noted:

- Met with auditor to discuss annual FY 24/25 engagement
- · Submitted annual fiscal report for the year
- Quarter 4 economic survey is complete
- Indebtedness report is complete

Division Chief/Risk Management, Brad Driscoll noted:

- 2 injuries were reported; 1 injury didn't require medical follow-up
- 2 vehicle accidents; 1 backing accident and 1 related to the Connor Fire

Secretary Mike Sommers asked Chief Driscoll if he had any update on the District's report for loss claims from 7710 Worker's Compensation.

Division Chief/Risk Management, Brad Driscoll stated he obtained a little bit of information from our 7710 representative, but not enough to generate a report. He stated the District had a high frequency and high cost of claims 3 years ago. If the District has 2 average years, there is a possibility the rate will come down because the high year will fall off.

Secretary Mike Sommers asked if Chief Driscoll has had any meetings with 7710 on handling and managing the current open claims.

Division Chief/Risk Management, Brad Driscoll stated himself and Director of Administrative Services Holly Megee have met with the 7710 representative about the open claims. Of the 14 claims, 4 are predicted to fall off immediately and a couple of the 10 remaining open claims will more than likely be long-term.

Secretary Mike Sommers asked what the estimated amount of reserves is set aside for those claims.

Division Chief/Risk Management, Brad Driscoll stated he doesn't have that number at this time, but he will look into it and report back to Secretary Sommers.

Secretary Mike Sommers stated we should continue to track the reserves set aside for these claims because it will affect the District's mod factor.

Division Chief/Risk Management, Brad Driscoll stated he will start adding this to the reports; a full loss claims report and status of open claims.

Deputy Fire Chief of Emergency Operations, Michael Shockey, noted:

- 618 calls for the month of June
- Major incident: Connor Fire which burned a little over 17,000 acres
- Training Captains worked with line staff on basement fire tactics at Station 14's training center

President John Bellona asked if the District got involved with a Fire Management Assistance Grant (FMAG) on the Connor Fire.

Chief Shockey stated, yes, FMAG was approved for this fire.

Secretary Sommers asked if the fire was still under investigation.

Fire Chief Ernst noted, yes, the fire is still under investigation with the State Fire Marshal's Office.

Director of Administrative Services Holly Megee noted:

- Lateral recruitment application period closed on June 22
- 115 Firefighter and 19 lateral applications so far
- Lateral Firefighter interview process will be held on July 22

Secretary Mike Sommers asked what the targeted start date will be for employment.

Fire Chief Ernst stated as soon as possible as there are currently 3 vacancies to fill. He stated he is very happy with the number of applications received and he attributes the efforts to the social media work that has been done with the District.

Deputy Chief/Fire Marshal Amy Ray noted:

• Prevention has started annual school inspections in the District.

Deputy Chief of Business Operations Larry Goss, noted:

- Thanked the Board for the approval of the new ambulance
- Remount of another ambulance should be ready and in service next month
- Water Tender currently at the Siddon's shop in Reno and should be back in service shortly
- Station 6 and Station 3 are currently becoming habitable with IT putting some equipment in place
- Contract signed for preventative maintenance on air conditioners and generators in the District

 Explorer Program has been approved and green light has been given for the group to start meeting

Secretary Mike Sommers noted:

• No report

Director Barbara Griffin noted:

 No report, but would like the Chief to pass on to people providing public comment that it's inappropriate to criticize staff in front of the Board in a public meeting.

Director Nathan Leising noted:

• No report

Director Bernard Curtis noted:

No report

Fire Chief Alan Ernst noted:

• It has been about 6 months since he took office and the District is making a lot of positive changes. Chief Ernst read a prepared statement into record highlighting the District accomplishments during his first 180-days. This statement is on the District website for review.

President John Bellona noted:

- The code issue has been a problem for quite some time, even before Chief Ernst started. He is happy to see Chief Ernst and Chief Ray working together to find a solution.
- He enjoyed listening to the public comment about Sheridan Acres and fire access. He stated the wildland program has been in place forever in that area along with all the people that live there. His opinion is it's going to be hard to change their minds.
- August 16 National Chili Cookoff at 11:00 at the Minden Mill in Minden.

Chris Lang, President of the East Fork Volunteer Firefighters Association, arrived. President John Bellona asked Mr. Lang if he would like to provide a report to the Board.

Chris Lang, Volunteer President stated:

- Station 3 had a successful 4th of July event; it provided 400 chicken dinners.
- Station 8 has an open-house event on August 16 from 10:00 am 2:00 PM. Raising money for the Burn Fund, the Explorer Program, and Station 3's museum expansion.
- Stated he was proud of the volunteer turnout on the Connor Fire assignment.

Director Bernard Curtis thanked Volunteer President Chris Lang for his time and dedication to fighting the Connor Fire.

CLOSING PUBLIC COMMENT (No Action)

President John Bellona opened public comment.

No public comment.

Public comment closed.

ADJOURNMENT

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

MOTION to adjourn; carried.

RESULT: APPROVED [UNANIMOUS]

MOTION BY: Nathan Leising SECOND BY: Barbara Griffin

AYES: Bellona, Curtis, Griffin, Leising, Sommers

NAYS: ABSENT:

There being no further business to come before the Board, at 2:11 PM the meeting was adjourned.

Respectfully submitted:

John Bellona, President East Fork Fire Protection District

ATTEST:

Erica Amatore, Clerk to the Board East Fork Fire Protection District

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Approval of Consent Calendar Items A-M. (Alan Ernst, District Fire Chief) 5 minutes.
- 2. Recommended Motion: Motion to approve the Consent Calendar Items A-M.

3. Funds Available: NA Amount: NA

Fund Name: NA Account Number: NA

4. **Prepared by:** Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 Time Required: 5 minutes

6. Agenda: Consent Calendar

7. Background Information: Items appearing on the Consent Calendar are items that can be adopted with one motion unless an item is pulled by a District Director, the administration, 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. The Consent Calendar includes items A-M, which are attached.

Agenda Item #3

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action to accept the report on general ledger cash balances as of July 31, 2025. (Julie Andress, Director of Finance/CFO)
- **Recommended Motion:** Motion to accept the report on general ledger cash balances as of July 31, 2025.

3. Funds Available: NA Amount: \$3,776,641.31

Fund Name: General, Emergency Account Number: Various

4. Prepared by: Julie Andress, Director of Finance/CFO

5. Meeting Date: August 19, 2025 Time Required: NA

6. Agenda: Consent

7. <u>Background Information</u>: 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.

Agenda Item #3A

East Fork Fire Protection District
Cash Cross Fund Report
As of:
7/31/2025

				Beginning of		Ending of Month
Fund #	Fund # Fund Name	Account #	Account # Account Description	Month Balance	Changes	Balance
059	General Fund	101.650	Cash in Bank - EFFPD	379,908.63	(23,422.28)	356,486.35
059	General Fund	101.701	LGIP - Local Govt Investment Pool	4,363,014.29	(1,300,000.00)	3,063,014.29
959	General Fund	101.703	Reserve Account - Pitney Bowes	3,144.00	•	3,144.00
059	General Fund	102.000	Petty Cash	100.00	•	100.00
			Fund Total	4,746,166.92	4,746,166.92 (1,323,422.28)	3,422,744.64
651	Emergency Fund	101.701	LGIP	353,896.67	1	353,896.67
			Fund Total	353,896.67	•	353,896.67
					:	
Grand T	Grand Total: 2 Funds			5,100,063.59	5,100,063.59 (1,323,422.28)	3,776,641.31

AGENDA ACTION SHEET

- 1. <u>Title</u>: 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 July 2025 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
- 2. Recommended Motion: Motion to approve the receipt and filing of the list of accounts payable checks issued and cash disbursements/automatic withdrawals in July 2025 per NRS 474.210.

3. Funds Available: Yes Amount: \$1,473,093.81

Fund Name: General Account Number: Various

4. Prepared by: Kara-Mia Morlan, Accounting Specialist

5. <u>Meeting Date</u>: August 19, 2025 <u>Time Required</u>: NA

6. Agenda: Consent

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

Agenda Item # 3B

Company name: East Fork Fire Protection District

Report name: Payables for Prior Month
Report title 2: Monthly Board Report

Created on: 8/1/2025

Fund: All Funds--All Funds

Funa:	All FundsAll Funds			
	Туре	Date Check No.		Transaction Amount
	Check	7/1/2025 14066	Siddons-Martin Emergency Group	193,110.00
	Record Transfer	7/2/2025	Principal Life Insurance Co.	-622.50
	Record Transfer	7/2/2025	Cybersource	18.06
	Record Transfer	7/2/2025	AuthorizeNet	30.00
	Record Transfer	7/2/2025	Waystar	1,027.02
	Record Transfer	7/2/2025	VOYA Benefit Strategies	500.00
	Record Transfer	7/2/2025	Principal Life Insurance Co.	622.50
	Record Transfer	7/2/2025	Principal Life Insurance Co.	622.50
	Record Transfer	7/3/2025	Aflac	1,380.04
	Record Transfer	7/7/2025	7710 Insurance	98,089.59
	Record Transfer	7/8/2025	VOYA Benefit Strategies	35.15
	Record Transfer	7/9/2025	Cybersource	2,130.38
	Record Transfer	7/10/2025	State of NV - DCP	1,751.32
	Record Transfer	7/11/2025	VOYA Benefit Strategies	93,750.00
	Record Transfer	7/11/2025	VOYA Benefit Strategies	12,665.91
	Record Transfer	7/11/2025	State of NV - DCP	28,398.20
	Record Transfer	7/15/2025	Bank of America- Checking	268.50
			Public Employees' Retirement System of	
	Record Transfer	7/16/2025	Nevada	328,759.65
	Record Transfer	7/16/2025	Optum Financial	57.11
	Check	7/18/2025 14067	Ace Hardware	94.70
	Check	7/18/2025 14068	Airtec Gases, LLC	238.65
	Check	7/18/2025 14069	Amazon Business	2,209.17
	Check	7/18/2025 14070	Anthony Seghieri	2,722.50
	Check	7/18/2025 14071	Bently Ranch	25.00
# "	Check	7/18/2025 14072	Big Tex Trailer World	18,580.00
	Check	7/18/2025 14073	Bound Tree Medical, LLC	5,641.86
	Check	7/18/2025 14074	CDW Government	2,979.67
	Check	7/18/2025 14075	Cintas	264.86
	Check	7/18/2025 14076	CMC Tire Inc	12,613.60
	Check	7/18/2025 14077	Conway Communications	105.00
	Check	7/18/2025 14078	Douglas County Utilities	1,951.93
	Check	7/18/2025 14079	Douglas Disposal	1,148.02
	Check	7/18/2025 14080	Entenmann-Rovin Co	794.40
	Check	7/18/2025 14081	Fire Prevention Association of Nevada	75.00
	Check	7/18/2025 14082	Flyers Energy LLC	13,325.21
	Check	7/18/2025 14083	Forty Nine Social Marketing & Consulting	10,948.00
	Check	7/18/2025 14084	Gardnerville Ranchos GID	321.50
	Check	7/18/2025 14085	Gardnerville Water Company	370.39
	Check	7/18/2025 14086	Hi-Tech EVS, Inc	1,208.23
	Check	7/18/2025 14087	Howell's Lock and Safe	160.00
	Check	7/18/2025 14088	Hunt & Sons, Inc	186.01
	Check	7/18/2025 14089	Les Schwab Tire Centers of Nevada	1,789.62
	Check	7/18/2025 14090	Life-Assist, Inc	2,278.97

Company name: East Fork Fire Protection District

Report name: Payables for Prior Month
Report title 2: Monthly Board Report

Created on: 8/1/2025

Fund: All Funds--All Funds

Fund:	All FundsAll Funds			
	Туре	Date Check No.	Payee Name	Transaction Amoun
	Check	7/18/2025 14091	Logan Smith	473.00
	Check	7/18/2025 14092	Marshall EMS Billing	6,830.62
	Check	7/18/2025 14093	Michael Hohl Motor Company	548.51
	Check	7/18/2025 14094	Michael Hohl Motor Company	49,000.00
	Check	7/18/2025 14095	Michael Soracco	40.25
	Check	7/18/2025 14096	Minden Gardnerville Sanitation District	1,234.07
	Check	7/18/2025 14097	Nevada Health Authority - Director's Office	5,790.00
	Check	7/18/2025 14098	Nevada News Group	132.25
			Northern NV Independent Fire Inspection &	
	Check	7/18/2025 14099	Plan Review Services	985.14
	Check	7/18/2025 14100	NV St Dept of Business and Industry	450.00
	Check	7/18/2025 14101	NV St Dept of Public Safety	117.00
	Check	7/18/2025 14102	O'Reilly Auto Parts	1,465.76
	Check	7/18/2025 14103	Oshinski & Forsberg, Ltd.	2,247.50
	Check	7/18/2025 14104	Overhead Fire Protection	505.00
	Check	7/18/2025 14105	Pacific Shredding	57.78
	Check	7/18/2025 14106	Parts House	2,119.25
	Check	7/18/2025 14107	Patricia Dopke	526.00
	Check	7/18/2025 14108	Pestmaster Services	628.00
	Check	7/18/2025 14109	Public Employee's Benefits Program	348.76
	Check	7/18/2025 14110	REMSA	15.00
	Check	7/18/2025 14111	Riley Plumbing & Heating LTD	6,390.12
	Check	7/18/2025 14112	Smith Valley Fire Protection	79.88
	Check	7/18/2025 14113	Tahoe Supply Company LLC	514.84
	Check	7/18/2025 14114	Task Force Tips	652.07
	Check	7/18/2025 14115	Town of Gardnerville	82.26
	Check	7/18/2025 14116	Town of Minden	770.40
	Check	7/18/2025 14117	ubeo Business Services	201.19
	Check	7/18/2025 14118	UKG Kronos Systems, LLC	46.97
	Check	7/18/2025 14119	Walker's Office Supplies, Inc	3,644.00
	Check	7/18/2025 14120	Warren Reed Insurance	208,449.30
	Check	7/18/2025 14121	West Coast Code Consultants	1,500.00
	Check	7/18/2025 14122	Xerox Corporation	744.76
	Check	7/18/2025 14123	Zoll Data Systems, Inc	10,099.38
	Check	7/18/2025 14124	ZOLL Medical Corporation	88,977.43
	Record Transfer	7/18/2025	VOYA Benefit Strategies	70.50
	Record Transfer	7/18/2025	Waystar	978.12
	Record Transfer	7/22/2025	Principal Life Insurance Co.	8,179.86
	Record Transfer	7/22/2025	Cigna	144,656.87
	Record Transfer	7/22/2025	Pitney Bowes Lease	486.33
	Record Transfer	7/22/2025	Waste Management	200.90
	Record Transfer	7/23/2025	TASC Client Services	174.00
	Record Transfer	7/24/2025	State of NV - DCP	30,353.98
		· · - · · 	· ·	,

Company name: East Fork Fire Protection District

Report name:

Payables for Prior Month Monthly Board Report

Report title 2: Created on:

8/1/2025

Fund:

All Funds--All Funds

	Туре	Date	Check No.	Payee Name	Transaction Amou
	Record Transfer	7/25/20	25	VOYA Benefit Strategies	12,695.91
	Check	7/28/20	25 14125	Anthony Seghieri	3,465.00
	Record Transfer	7/28/20	25	Standard Insurance Company	896.75
	Record Transfer	7/28/20	25	Bank of America CC - Visa	533.90
	Record Transfer	7/28/20	25	Standard Insurance Company	3,212.78
	Record Transfer	7/28/20	25	Bank of America CC - EF	22,419.55
	Record Transfer	7/29/20	25	Pay Plus	952.48
	Record Transfer	7/30/20	25	NV Energy	4,647.21
Total 95 record	1s				
Sum Total					1,473,093.81
# Purchases t	this month relating to t	he CIP			
				Accounts Payable	801,191.14
				Investements	0
				HR/Payroll/Benefits	671,902.67

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action to approve payroll expenses paid in July 2025 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
- **Recommended Motion:** Motion to approve payroll expenses paid in July 2025 per NRS 474.210.

3. Funds Available: Yes Amount: \$1,612,896.86

Fund Name: General Account Number: Various

4. Prepared by: Jamie Zess/Accounting Specialist II

5. Meeting Date: August 19, 2025 Time Required: NA

6. Agenda: Consent

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

Agenda Item # 3C

EAST FORK FIRE (6142201) 1694 COUNTY ROAD Minden, NV 89423-4405 United States

Payroll Regis (By Account)
Board Report - Payroll Summary Payroll Regis

Report Total									The state of the s	
# of EE's - 95 / # of Statements - 185	Statements - 1	85								
Pay Type	Hrs	Amt	Deduction	EE Amt	ER Amt	Taxes		Amt	Net Pay	Amt
Regular	16235.50	576,486.43	457 3 Year Spc	1	•	FIT		151,615.78	Direct Deposit	765,468.59
WC	672.00	21,586.44	NVPERS Fire		297,555.21	MEDI		14,559.55		
Act-REG	37.50		NVPERS Reg	•	20,596.11	STT:CA		1,499.61		
Act-REG-BC	1		Dist Paid Dent		7,337.46		Totals:	167,674.94		
FC-REG	210.00	5,152.49	Dist Paid Life		504.10	MEDI		14,559.55		
FTO-REG	•	•	Dist Paid Vis		1,025.10	SUTA:NV				
Prec-REG	792.00		Dist Pd Med	•	139,191.80		ER Totals:	14,559.55		
FC-PROJ	182.00	4,278.08	Donate	00.009			All Totals:	182,234.49		
FLSA	378.00	12,231.72	HSA Acct Fee	(4	182.25					
HIW	٠	1,350.00	HSA Fam 55	200.00	1,250.00					
FC-ActREG	80.00		HSA Ind 55	316.66	750.00					80
FC-F-Reg	595.00	14,431.15	HSA Pre Fam	23,009.66	81,250.00					
FC-F-Reg-A	70.00		HSA Pre Ind	1,715.50	9,750.00					64
FC-TRN	٠		HSA Special	120.00	1,250.00					
ОТ	4124.00	222,177.60	457 Roth post t	13,874.77	4					
FC-F-OT	1950.42	67,919.35	457-%	34,535.77						×1
FC-OT	14.00	420.00	457-CU	9,149.74						
Act-OT	507.00	24,009.08	457Roth-CU	1,191.90						
Act-OT-BC	•		EFC	1,108.60						
FC-F-OT-A	256.00	11,303.98	EFC2	1,015.38						
FTO-OT			FICA Alt	3,333.49						100
Prec-0T	48.00	2,312.82	WANV	4.00						
OD-OTC-SR	21.00	-929.31	ERSF	3.00						
23	04.00	354.02	ERSF2	00.9	4.					
C1-Act-BC			Union Dues	9,392.08						
ប	1		Vol EE Life	1,035.50						8
RTW	16.50	1,033.19	Vol EE AD&D	224.00						
ActInc-CB-BC	1	٠	Vol Life Spouse	131.70	1					
Actinc-OT	777.00	3,593.11	Vol Spouse AD&	47.64						
Actinc-OT-BC		٠	Vol Child Life	16.00						
Actinc-RTW	02:00	29.44	Vol Child AD&D	2.80						
ActInc-Reg	37.50	120.46	Vol Acc	897.00						
Actinc-Reg-BC	•	1	Vol LTD	1,240.52						
FCActInc-REG	150.00	441.54	A-CanPro-Post	74.24						
FTOInc Reg			Vol-A-ACC-Post	35.62						
FTOInc-OT			Vol-A-ACC-Pre	96.60	KIT					

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EAST FORK FIRE (6142201) 1694 COUNTY ROAD Minden, NV 89423-4405 United States

		The second secon						
Pay Type	EH.	Amt	rt Deduction	EE Amt	ER Amt Taxes	Amt	Amt Net Pay	Amt
FTOInc-RTW		F	Vol-A-CanProPre	120.18	•			
Precinc-OT	48.00	231.28	Vol-A-Crit	41.22	•			
Precinc-Reg	792.00	2,507.90	Vol-A-HOSP	106.74				
PrmInc-Reg	5248.00	10,484.12	Vol-A-STD	755.84				
PrmInc-FLSA	132.00	255.32	Vol-A-TL	149.60				
PrmInc-OT	1976.00	6,360.89	Totals:	104,551.75	560,642.03			
PrmInc-CB	02.00	8.48						
PrmInc-RTW	ı	•						
Hazinc-Reg	2176.00	2,403.72						
Hazinc-FLSA	54.00	57.84						
Hazinc-OT	728.50	1,260.31						
Hazinc-CB	05.00	4.43						
Hazinc-RTW	11.50	22.16						
TSInc-Reg	480.00	2,973.84						
TSInc-FLSA		t						
TSInc-OT	495.50	4,604.74						
TSInc-CB	02.00	24.78						
AsInc-Reg	1664.00	3,268.76						
AsInc-FLSA	36.00	70.92						
AsInc-OT	755.50	2,527.64						
AsInc-CB	05.00	5.16						
EduInc-Reg	448.00	610.72						
EduInc-FLSA	12.00	16.32						
EduInc-OT	96.00	196.31						
Edulno-CB		٠						
WidInc-Reg	448.00	777.28						
WidInc-FLSA	12.00	20.80						
WidInc-OT	96.00	249.84						
WidInc-CB								
AV	191.00	6,456.47						
ALU	24.00	811.86						
AS	79.50	3,269.82						
8		•						
PDU	532.00							
G.E.	02.00							
CIERC	07 50	4						

--More--



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EAST FORK FIRE (6142201) 1694 COUNTY ROAD Minden, NV 89423-4405 **United States**

(By Account) Payroll Regis (By Account)
Board Report - Payroll Summary

01/2025-07/31/2025

Pay C

Pay Type	Hrs		Amt D	Amt Deduction	EE Amt	ER Amt Taxes	Taxes	Amt	Amt Net Pay	Amt
CLE-CPT	130.00	•								
CLE-ENG	24.00	٠								341
Q.E.FF	72.00									I g
CLE-Force	291.50	·								
FC-CLE	14.00	4								
MSC COMP	33.00	•								4050
H-Work	15.00	1,103.90								
H-Work-Inc	07.50	55.18								
HSP	•									
Holiday	162.00	7,974.36								
AsInc-HSP		•								
EduInc-HSP										
Hazinc-HSP	6.	15								
PrmInc-HSP	ti.	1								
TSInc-HSP	r									
WidInc-HSP		•								
LWOP	08.00	183.33								
Sick Used	1392.50	,								
NA NA	917.00									
CLU-56	10.50	•								
CLU-56+30	612.00									
CLU-56-30	252.50									
CLU-56-SI	48.00	•								
UBFO		1								
NO	1									
UN-40	08.00	417.17								
Comp Pay		٠								
VacBB										
CPS		345.00								
UP		,								
Board PERS		300.00								
Board Non		1,200.00								
Admin Used	40.00	1,006.50								
REIM - NT		6,725.68								
RET-NON-PERS	,	148.07								
0000										

--More--



Kronos SaaShr, Inc.



EAST FORK FIRE (6142201) Minden, NV 89423-4405 1694 COUNTY ROAD

United States

Payroll Regis

(By Account) **Board Report - Payroll Summary**

Pay

/01/2025-07/31/2025

Amt Net Pay ER Amt Taxes **EE Amt** Amt Deduction 1,037,695.28 318,151.32 669,151.18 # of EE's - 95 / # of Statements - 185 **Totals: 42426.92** Report Total PERS Wages Pay Type PERS Cont

Total District Liability for Payroll

\$1,037,695.28 \$ 560,642.03 \$ 14,559.55 **Employer Deductions Employer Taxes:** Earnings:

\$1,612,896.86

TOTAL:





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AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action to approve the Procurement Card Transactions paid for in July 2025 per NRS 474.210. (Julie Andress, Director of Finance/CFO)
- 2. <u>Recommended Motion</u>: Motion to approve the Procurement Card Transactions paid in July 2025 per NRS 474.210.

3. Funds Available: Yes Amount: \$30,609.19

Fund Name: General Fund Account Number: Various

4. **Prepared by:** Kara-Mia Morlan, Accounting Specialist

5. Meeting Date: August 19, 2025 Time Required: NA

6. Agenda: Consent

7. <u>Background Information</u>: Attached is the Report of Procurement Card Transactions for the period noted above.

Agenda Item #3D

East Fork Fire Protection District Procurement Card Transactions charged in July 2025

	BofA CC - EF	6/30/2025 ACCOUNTS PAYABLE	Spectrum	\$ 268.83
	BofA CC - EF	7/1/2025 RYLAN MCDOUGAL	THE HOME DEPOT *3312	\$ 265.27
	BofA CC - EF	7/1/2025 BRADLEY DRISCOLL	SMITHS FOOD *4389	\$ 19.95
	BofA CC - EF	7/1/2025 BRADLEY DRISCOLL	RALEY'S *109	\$ 51.96
*	BofA CC - EF	7/1/2025 ZACKARY SCHULTZ	CHEVRON 0203581	\$ 109.88
*	BofA CC - EF	7/1/2025 ZACKARY SCHULTZ	GOLDEN SPUR	\$ 231.45
	BofA CC - EF	7/2/2025 PAUL AZEVEDO	NV EMERGENCY MED SVC	\$ 34.00
	BofA CC - EF	7/2/2025 ACCOUNTS PAYABLE	TWILIO INC	\$ 40.01
	BofA CC - EF	7/2/2025 HOLLY MEGEE	SOUTHWES 5264281796717	\$ 35.00
	BofA CC - EF	7/2/2025 HOLLY MEGEE	HILTON HOTEL SAN DIEGO	\$ 964.14
	BofA CC - EF	7/2/2025 BRADLEY DRISCOLL	SIGNATURE COINS	\$ 849.00
*	BofA CC - EF	7/2/2025 ZACKARY SCHULTZ	LOVE'S *0857 INSIDE	\$ 83.74
*	BofA CC - EF	7/2/2025 ZACKARY SCHULTZ	SHELL OIL 574417187QPS	\$ 55.47
	BofA CC - EF	7/2/2025 COLE JACKSON	HARBOR FREIGHT TOOLS35	\$ 349.91
	BofA CC - EF	7/2/2025 COLE JACKSON	HARBOR FREIGHT TOOLS35	\$ 0.03
	BofA CC - EF	7/2/2025 COLE JACKSON	HARBOR FREIGHT TOOLS35	\$ 99.95
	BofA CC - EF	7/3/2025 LARRY GOSS	BEST BUY 00008508	\$ 67.97
	BofA CC - EF	7/3/2025 JAMES T CONNELLY	SUN KING, LLC	\$ 190.00
	BofA CC - EF	7/3/2025 PATRICK MOONEYHAN	INT'L CODE COUNCIL INC	\$ 305.00
	BofA CC - EF	7/3/2025 COLE JACKSON	THE HOME DEPOT *3312	\$ 11.88
	BofA CC - EF	7/4/2025 MATT KRUSE	TRACTOR SUPPLY CO *182	\$ 593.98
*	BofA CC - EF	7/4/2025 COLE JACKSON	MAVERIK *453	\$ 75.25
	BofA CC - EF	7/5/2025 ACCOUNTS PAYABLE	Spectrum	\$ 1,542.30
	BofA CC - EF	7/6/2025 ACCOUNTS PAYABLE	TWILIO INC	\$ 40.01
	BofA CC - EF	7/6/2025 ACCOUNTS PAYABLE	FEDEX55520194	\$ 20.23
	BofA CC - EF	7/7/2025 LARRY GOSS	CALIBER COLLISION 0300	\$ 489.60
	BofA CC - EF	7/7/2025 DUSTIN WEISZ	HARBOR FREIGHT TOOLS35	\$ 329.93
	BofA CC - EF	7/7/2025 JAMES T CONNELLY	THE HOME DEPOT *3312	\$ 699.99
	BofA CC - EF	7/7/2025 HOLLY MEGEE	HOTEL	\$ 188.09
	BofA CC - EF	7/7/2025 HOLLY MEGEE	PANDA EXPRESS *934 P	\$ 239.69
	BofA CC - EF	7/7/2025 ZACKARY SCHULTZ	THE HOME DEPOT *3312	\$ 355.88
	BofA CC - EF	7/8/2025 DUSTIN WEISZ	ASE E-COMMERCE	\$ 23.00
	BofA CC - EF	7/8/2025 JAMES T CONNELLY	THE HOME DEPOT *3312	\$ 458.94
	BofA CC - EF	7/8/2025 HOLLY MEGEE	HOTEL	\$ 195.65
	BofA CC - EF	7/8/2025 PATRICK MOONEYHAN	THE HOME DEPOT *3312	\$ 54.89
	BofA CC - EF	7/8/2025 ALAN ERNST	CARSON VALLEY INN - HO	\$ 123.17
	BofA CC - EF	7/8/2025 JOLENE POLISH	DOUGLAS COUNTY RECORDE	\$ 40.00
	BofA CC - EF	7/8/2025 JOLENE POLISH	DOUGLAS CTYREC GOV SVC	\$ 2.00
	BofA CC - EF	7/8/2025 BRADLEY DRISCOLL	RALEY'S *109	\$ 45.93
*	BofA CC - EF	7/8/2025 COLE JACKSON	LOVE'S *0365 OUTSIDE	\$ 70.56
*	BofA CC - EF	7/8/2025 COLE JACKSON	BAYMONT INN AND SUITES	\$ 134.55
*	BofA CC - EF	7/8/2025 COLE JACKSON	BAYMONT INN AND SUITES	\$ 134.55
*	BofA CC - EF	7/9/2025 PAUL AZEVEDO	CHEVRON 0202156	\$ 62.81
*	BofA CC - EF	7/9/2025 PAUL AZEVEDO	CHEVRON 0202156	\$ 85.04
*	BofA CC - EF	7/9/2025 BRIAN NELSON	MAVERIK *553	\$ 49.70
*	BofA CC - EF	7/9/2025 BRIAN NELSON	PETRO 392	\$ 52.74
	BofA CC - EF	7/9/2025 RYLAN MCDOUGAL	WAL-MART *1648	\$ 29.91
	BofA CC - EF	7/9/2025 HOLLY MEGEE	SUPER BURRITO MINDEN	\$ 221.05
	BofA CC - EF	7/9/2025 HOLLY MEGEE	CARSON VALLEY INN - HO	\$ 123.17
*	BofA CC - EF	7/9/2025 ZACKARY SCHULTZ	MAVERIK *610	\$ 96.82

	East Fork Fire Protecti	ion District			
		ansactions charged in July 2025			
*	BofA CC - EF	7/9/2025 COLE JACKSON	MAVERIK *509	\$	77.96
*	BofA CC - EF	7/9/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	139.00
*	BofA CC - EF	7/9/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	139.00
*	BofA CC - EF	7/9/2025 COLE JACKSON	MAVERIK *716	\$	57.24
	BofA CC - EF	7/10/2025 VINCE WEAVER	WM SUPERCENTER *5864	\$	72.67
	BofA CC - EF	7/10/2025 JAMES T CONNELLY	THE HOME DEPOT *3312	\$	271.90
	BofA CC - EF	7/10/2025 ACCOUNTS PAYABLE	TWILIO INC	\$	40.12
	BofA CC - EF	7/10/2025 HOLLY MEGEE	CARSON VALLEY INN - HO	\$	246.34
*	BofA CC - EF	7/10/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	139.00
*	BofA CC - EF	7/11/2025 LARRY GOSS	LOVE'S *0857 OUTSIDE	\$	56.89
*	BofA CC - EF	7/11/2025 LARRY GOSS	SHELL OIL10007512014	\$	40.10
*	BofA CC - EF	7/11/2025 JAMES T CONNELLY	LOVE'S *0691 OUTSIDE	\$	35.80
*	BofA CC - EF	7/11/2025 JAMES T CONNELLY	MAVERIK *637	\$	54.42
*	BofA CC - EF	7/11/2025 JAMES T CONNELLY	JOE DORY'S STATION	\$	76.50
	BofA CC - EF	7/11/2025 HOLLY MEGEE	BSF.IO/CHARGE	\$	79.20
*	BofA CC - EF	7/12/2025 LARRY GOSS	K-TOWN 89 FOOD AND FUE	\$	54.93
*	BofA CC - EF	7/12/2025 LARRY GOSS	HOLIDAY INN EXPRESS KA	\$	110.00
*	BofA CC - EF	7/12/2025 JAMES T CONNELLY	MAVERIK *341	\$	42.44
*	BofA CC - EF	7/13/2025 COLE JACKSON	ELKO FREEWAY SINCLAIR	\$	100.00
*	BofA CC - EF	7/14/2025 LARRY GOSS	MAVERIK *788	\$	45.51
	BofA CC - EF	7/14/2025 ERICA AMATORE	IN *MDK LLC	\$	88.44
*	BofA CC - EF	7/14/2025 JAMES T CONNELLY	MAVERIK *341	\$	58.04
	BofA CC - EF	7/14/2025 ACCOUNTS PAYABLE	TWILIO INC	\$	40.01
*	BofA CC - EF	7/14/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	144.80
*	BofA CC - EF	7/14/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	144.80
*	BofA CC - EF	7/14/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	(25.80)
*	BofA CC - EF	7/14/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	(25.80)
*	BofA CC - EF	7/14/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	119.00
*	BofA CC - EF	7/14/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	119.00
	BofA CC - EF	7/15/2025 KEVIN REPAN	WAL-MART *5864	\$	14.88
	BofA CC - EF	7/15/2025 HOLLY MEGEE	COSTCO MBR RENEWAL *84	\$	195.00
	BofA CC - EF	7/15/2025 ALAN ERNST	LAKE TAHOE OIL COMPANY	\$	99.29
	BofA CC - EF	7/15/2025 BRADLEY DRISCOLL	RALEY'S *109	\$	32.97
*	BofA CC - EF	7/15/2025 COLE JACKSON	MAVERIK *509	\$	27.55
•	BofA CC - EF	7/16/2025 JAMES T CONNELLY	MAVERIK *341	\$	57.17
	BofA CC - EF	7/16/2025 JOLENE POLISH	PIZZA FACTORY - 97 - M	\$	294.16
	BofA CC - EF	7/16/2025 SHELBY STANTON	AMERICAN HEART SHOPCPR	\$	231.27
	BofA CC - EF	7/16/2025 BRADLEY DRISCOLL	STARBUCKS STORE 03477 THE HOME DEPOT *3312	\$	69.26 39.92
	BofA CC - EF	7/16/2025 ZACKARY SCHULTZ	FREDONIA SHORTSTOP	\$ \$	56.82
•	BofA CC - EF	7/17/2025 LARRY GOSS 7/17/2025 VINCE WEAVER	WAL-MART *5864	۶ \$	34.44
	BofA CC - EF	7/17/2025 VINCE WEAVER 7/17/2025 VINCE WEAVER	TRACTOR SUPPLY CO *182	\$ \$	79.97
	BofA CC - EF BofA CC - EF	7/17/2025 VINCE WEAVER 7/17/2025 DUSTIN WEISZ	HARBOR FREIGHT TOOLS35	\$ \$	135.64
		7/17/2025 SHELBY STANTON	Elsevier Inc.	\$ \$	352.28
*	BofA CC - EF BofA CC - EF	7/18/2025 PAUL AZEVEDO	LOVE'S *0691 OUTSIDE	\$	56.51
-			WM SUPERCENTER *5864	\$	34.44
*	BofA CC - EF BofA CC - EF	7/18/2025 VINCE WEAVER 7/18/2025 JAMES T CONNELLY	MAVERIK *341	\$ \$	54.44 54.27
	BofA CC - EF	7/18/2025 MICHAEL SHOCKEY	OPENAI *CHATGPT SUBSCR	\$	60.00
*	BofA CC - EF	7/18/2025 VACKARY SCHULTZ	FLYING J 770	\$	31.46
*	BofA CC - EF	7/18/2025 COLE JACKSON	MAVERIK *509	\$	42.37
*	BofA CC - EF	7/18/2025 COLE JACKSON 7/18/2025 COLE JACKSON	MAVERIK *509	\$	82.28
•	BOIA CC - EF	1/ TO/ ZOZU COLE MCKOON	MACUIN 303	Ą	02.20

	East Fork Fire Protec				
		ransactions charged in July 2025			
*	BofA CC - EF	7/19/2025 BRIAN NELSON	MAVERIK *509	\$	71.04
	BofA CC - EF	7/19/2025 ACCOUNTS PAYABLE	TWILIO INC	\$	40.03
	BofA CC - EF	7/19/2025 SHELBY STANTON	AWL*PEARSON EDUCATION	\$	738.60
*	BofA CC - EF	7/19/2025 COLE JACKSON	MAVERIK *509	\$	51.56
*	BofA CC - EF	7/19/2025 COLE JACKSON	MAVERIK *735	\$	41.14
*	BofA CC - EF	7/19/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/19/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/19/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	110.00
*	BofA CC - EF	7/19/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/19/2025 COLE JACKSON	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/20/2025 LARRY GOSS	FREDONIA SHORTSTOP	\$	62.73
*	BofA CC - EF	7/20/2025 BRIAN NELSON	HOMES TO SUITES BY HIL	\$	110.00
*	BofA CC - EF	7/20/2025 BRIAN NELSON	PILOT 1005	\$	40.55
*	BofA CC - EF	7/20/2025 JAMES T CONNELLY	MAVERIK *341	\$	55.14
	BofA CC - EF	7/20/2025 ACCOUNTS PAYABLE	FEDEX55646452	\$	20.23
*	BofA CC - EF	7/20/2025 EFFPD 1	MOTEL 6	\$	446.35
*	BofA CC - EF	7/20/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/20/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/20/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	122.95
	BofA CC - EF	7/21/2025 KEVIN REPAN	TRACTOR SUPPLY CO *182	\$	12.99
	BofA CC - EF	7/21/2025 PATRICK MOONEYHAN	EP* FIRESHOWSWEST 2025	\$	425.00
*	BofA CC - EF	7/21/2025 JEREMY CHANDLER	EXXON RED LION STATION	\$	95.65
*	BofA CC - EF	7/21/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	110.00
*	BofA CC - EF	7/21/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	110.00
*	BofA CC - EF	7/21/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	110.00
*	BofA CC - EF	7/22/2025 JAMES T CONNELLY	MAVERIK *341	\$	65.71
	BofA CC - EF	7/22/2025 ACCOUNTS PAYABLE	IONOS INC.	\$	264.00
	BofA CC - EF	7/22/2025 PATRICK MOONEYHAN	EP* FIRESHOWSWEST 2025	\$	425.00
*	BofA CC - EF	7/22/2025 EFFPD 2	JACKSON RANCHERIA CASI	\$	97.90
	BofA CC - EF	7/22/2025 JOLENE POLISH	FIREHOUSE SUBS 10134 Q	\$	244.15
*	BofA CC - EF	7/22/2025 ZACKARY SCHULTZ	ELKO FREEWAY SINCLAIR	\$	31.95
*	BofA CC - EF	7/22/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/22/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	110.00
*	BofA CC - EF	7/22/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	122.95
	BofA CC - EF	7/23/2025 PAUL AZEVEDO	NV EMERGENCY MED SVC	\$	34.00
*	BofA CC - EF	7/23/2025 PAUL AZEVEDO	LA QUINTA MOTOR INNS	\$	1,088.92
	BofA CC - EF	7/23/2025 ACCOUNTS PAYABLE	TWILIO INC	\$	40.04
	BofA CC - EF	7/23/2025 KEVIN MAY	EP* FIRESHOWSWEST 2025	\$	511.25
*	BofA CC - EF	7/23/2025 ZACKARY SCHULTZ	BEST WESTERN HOTELS	\$	110.00
*	BofA CC - EF	7/23/2025 ZACKARY SCHULTZ	BEST WESTERN HOTELS	\$	110.00
*	BofA CC - EF	7/23/2025 ZACKARY SCHULTZ	BEST WESTERN HOTELS	\$	110.00
*	BofA CC - EF	7/24/2025 PAUL AZEVEDO	TEXACO 0376465	\$	66.50
*	BofA CC - EF	7/24/2025 PAUL AZEVEDO	LA QUINTA MOTOR INNS	\$	124.85
*	BofA CC - EF	7/24/2025 PAUL AZEVEDO	GOLDEN GATE ELY	\$	44.58
*	BofA CC - EF	7/24/2025 LARRY GOSS	FREDONIA SHORTSTOP	\$	55.06
	BofA CC - EF	7/24/2025 VINCE WEAVER	THE PUBLIC SAFETY STOR	\$	275.96
*	BofA CC - EF	7/24/2025 JAMES T CONNELLY	MAVERIK *341	\$	62.14
*	BofA CC - EF	7/24/2025 JEREMY CHANDLER	PILOT 147	\$	80.64
*	BofA CC - EF	7/24/2025 EFFPD 1	ALAMO RENT-A-CAR RENTA	\$	404.92
*	BofA CC - EF	7/24/2025 EFFPD 1	76 - SPEEDEE MART 126	\$	24.35
	BofA CC - EF	7/24/2025 SHELBY STANTON	NV EMERGENCY MED SVC	Ś	60.00
		- ; m ij mumu withham i w if Hall Wia		*	23.00

	East Fork Fire Prot				
		Transactions charged in July 2025			
*	BofA CC - EF	7/24/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/24/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/24/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/25/2025 JAMES T CONNELLY	MAVERIK *341	\$	45.24
*	BofA CC - EF	7/25/2025 JEREMY CHANDLER	PILOT 147	\$	43.54
*	BofA CC - EF	7/25/2025 JEREMY CHANDLER	PEPPERMILL FRONT DESK	\$	502.40
*	BofA CC - EF	7/25/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/25/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/25/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	122.95
*	BofA CC - EF	7/26/2025 JAMES T CONNELLY	CHEVRON 0072862	\$	60.45
*	BofA CC - EF	7/26/2025 JAMES T CONNELLY	MAVERIK *509	\$	68.74
*	BofA CC - EF	7/26/2025 JAMES T CONNELLY	MAVERIK *735	\$	52.41
*	BofA CC - EF	7/26/2025 JAMES T CONNELLY	VOCO MOAB	\$	110.31
	BofA CC - EF	7/26/2025 ACCOUNTS PAYABLE	SPI*DIRECTV SERVICE	\$	125.14
*	BofA CC - EF	7/26/2025 ZACKARY SCHULTZ	MAVERIK *509	\$	65.34
*	BofA CC - EF	7/26/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	110.00
*	BofA CC - EF	7/26/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	139.45
*	BofA CC - EF	7/26/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	110.00
*	BofA CC - EF	7/27/2025 LARRY GOSS	LOVE'S *0857 OUTSIDE	\$	45.09
빯	BofA CC - EF	7/27/2025 LARRY GOSS	MAVERIK *788	\$	36.05
*	BofA CC - EF	7/27/2025 LARRY GOSS	SHELL OIL10007512014	\$	49.72
*	BofA CC - EF	7/27/2025 LARRY GOSS	HOLIDAY INN EXPRESS KA	\$	110.00
*	BofA CC - EF	7/27/2025 JEREMY CHANDLER	PILOT 147	\$	34.12
*	BofA CC - EF	7/27/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	110.00
*	BofA CC - EF	7/27/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	110.00
*	BofA CC - EF	7/27/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	110.00
	BofA CC - EF	7/28/2025 LARRY GOSS	SUN KING, LLC	\$	320.00
	BofA CC - EF	7/28/2025 ERICA AMATORE	SQ *SUBWAY	\$	615.12
	BofA CC - EF	7/28/2025 ACCOUNTS PAYABLE	TWILIO INC	\$	40.42
*	BofA CC - EF	7/28/2025 ZACKARY SCHULTZ	MAVERIK *509	\$	44.06
*	BofA CC - EF	7/28/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	110.00
*	BofA CC - EF	7/28/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	110.00
*	BofA CC - EF	7/28/2025 ZACKARY SCHULTZ	HOLIDAY INN EXP ELKO-N	\$	110.00
	BofA CC - EF	7/29/2025 JOHN BRAWLEY	BEST BUY 00008508	\$	1,349.97
*	BofA CC - EF	7/29/2025 ZACKARY SCHULTZ	CHEVRON 0388428	\$	42.90
*	BofA CC - EF	7/29/2025 ZACKARY SCHULTZ	BAYMONT INN AND SUITES	\$	110.00
*	BofA CC - EF	7/29/2025 ZACKARY SCHULTZ	BAYMONT INN AND SUITES	\$	110.00
*	BofA CC - EF	7/29/2025 ZACKARY SCHULTZ	BAYMONT INN AND SUITES	\$	110.00
*	BofA CC - EF	7/29/2025 ZACKARY SCHULTZ	BAYMONT INN AND SUITES	\$	126.50
	BofA CC - EF	7/30/2025 JOHN BRAWLEY	STARLINK INTERNET	\$	65.00
	BofA CC - EF	7/30/2025 VINCE WEAVER	WWW.COSMOKITCHENPRODUC	\$	91.78
	BofA CC - EF	7/30/2025 ACCOUNTS PAYABLE	Spectrum	\$	398.42
*	BofA CC - EF	7/30/2025 JEREMY CHANDLER	SMITHS-FUEL *9388 Q74	\$	71.82
	00,7,00 E.	,, 66, 2625 52112111 6111111 6111		*	
				^	20.027.50
				\$	30,037.50
	D-54 CO 1001	6/20/2025 19165 1975 1975	COCTCO MUICE HOAD?	,	224.00
	BofA CC - VISA	6/30/2025 VINCE WEAVER	COSTCO WHSE #0127	\$	224.85
	BofA CC - VISA	7/17/2025 EFFPD 5	COSTCO MUSE #0127	\$	266.52
	BofA CC - VISA	7/24/2025 VINCE WEAVER	COSTCO WHSE #0127	\$	80.32
				\$	571.69

East Fork Fire Protection District
Procurement Card Transactions charged in July 2025

TOTAL

\$ 30,609.19

- * Purchases this month for employees being deployed as a fire resource
- # Purchases this month relating to the CIP

AGENDA ACTION SHEET

- 1. <u>Title:</u> 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 June 2025 in the amount of \$114,155.68. (Julie Andress, Director of Finance/CFO)
- 2. Recommended Motion: Motion to approve the East Fork Fire Protection District's ambulance billing bad debt write-offs for the period of June 2025 in the amount of \$114,155.68.

3. Financial Impact: NA Amount: \$114,155.68

Fund Name: General Fund Account Number: NA

4. Prepared by: Jamie Zess/Accounting Specialist II

5. Meeting Date: August 19, 2025 Time Required: NA

6. Agenda: Consent

7. <u>Background Information</u>: The East Fork Fire Protection District is requesting approval from the Board on ambulance billing bad debt write-offs for the period of June 2025 in the amount of \$114,155.68 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.

Agenda Item #3E

East Fork Fire Protection District Ambulance Billings and Write Summary Billing Analysis FY24/25

May June YTD	928,583.98 983,555.65 10,283,509.43	- 43	1675.98	113.12 548.1 16,010.26	1,819.61 1358.34 24,053.43	1,378.27 7136.14 47,678.49	1,834.73 16,862.15 (4,324.34) 101,602.39 219,424.36	1,081.53 114,155.68 337,917.03	0.12% 11.61% 3.29%	37 396 3421
April	6 978,807.26			3 2,594,19	3 1,946.51	9 1,476.86	(6	8,905.98	0.91%	120 25
March	4 882,826.16			0 4,702,03	7 1,952.43	6 4,943.69	(91.09) 103,506.79	4 117,330.50	13.29%	325 12
Feb	0 774,783.74			5 3,116.30	0 4,257.77	363.47	4 924.08	4 13,869.04	1.79%	379 33
Jan	1 884,783.10			1,433.45	1 2,372.40	3 4,265.48	2,906.34	11,341.14	1.28%	
Dec	765,863.51			1,023.33	1,109.94	7,371.33	3,980.31	13,484.91	1.76%	2 342
Nov	742,476.94			324.74	3,914.47	3,636,30	19,499.12	27,474.63	3.70%	322
October	876,092.55			1,325.00	1,544.07	1,224.85	1,453.00 (12.67)	5,534.25	0.63%	376
September	883,359.50			830.00	958.56	10,622.32	5,854.78	19,262.34	2.18%	367
August	792,617.99				1,686 54	870.15		2,556.69	0.32%	327
Ajnr	789,759.05		502.62		1132.79	3128.54	(1,843,61)	2,920.34	0.37%	405
	Total Billed	Credit Type/Credit Code	W/OFF Bad Debt	W/OFF Bad Debt Deceased W/OFF Bankruptcy	W/OFF Reduction Discount W/OFF Carson City SS Membership W/OFF Lyon County SS Membership	W/OFF Sierra Saver Membership W/OFF SS Volunteer Membership W/OFF SS Employee Membership	W/OFF Hardship W/OFF Sent to Collections	Total	Percentage of W/OFF to Billings	Total Billed Calls

Credit As Type Summary Report (Deposit Date)

Deposit Date IS BETWEEN 06/01/2025 AND 06/30/2025; AND Credits IS W/OFF BAD DEBT OR W/OFF BAD DEBT - DECEASED OR W/OFF BANKRUPTCY OR W/OFF HARDSHIP OR W/OFF REDUCTION/DISCOUNT OR W/OFF SENT TO COLLECTIONS OR W/OFF SIERRA SAVER EMPLOYEE OR W/OFF SIERRA SAVER MBRSHIP OR W/OFF SIERRA SAVER

AST FORK FIRE PROTECTION DISTRICT

Credit Type/Credit Code Writeoffs	Count	<u>Dollars</u>
W/OFF BAD DEBT	1	1,675.98
W/OFF BAD DEBT - DECEASED	3	548.10
W/OFF HARDSHIP	2	1,834.73
W/OFF REDUCTION/DISCOUNT	12	1,358.34
W/OFF SIERRA SAVER MBRSHIP	18	7,136.14
W/OFF SENT TO COLLECTIONS	299	101,602.39
Totals For Type	335	\$ 114,155.68
Company Totals	335	\$ 114,155.68

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action to accept the report on state consolidated taxes collection and distribution as of May 2025. (Julie Andress, Director of Finance/CFO)
- **Recommended Motion:** Motion to accept the report on state consolidated taxes collection and distribution as of May 2025.

3. Funds Available: NA Amount: \$202,887.29

Fund Name: General Fund Account Number: 335.001

4. Prepared by: Julie Andress, Director of Finance/CFO

5. Meeting Date: August 19, 2025 Time Required: NA

6. Agenda: Consent

7. <u>Background Information</u>: 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 FY 22/23, 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:

- <u>BCCRT</u> 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.
- <u>SCCRT</u> 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.
- <u>Cigarette</u> Collected statewide and distributed to counties based on population.
- <u>Liquor</u> Collected statewide and distributed to counties based on population.
- <u>RPTT</u> Real Property Transfer Tax, tax based on value of real property transfers and distributed to county of origin.
- <u>GST</u> Government Services Tax, tax based on value of motor vehicle and distributed to county of origin.

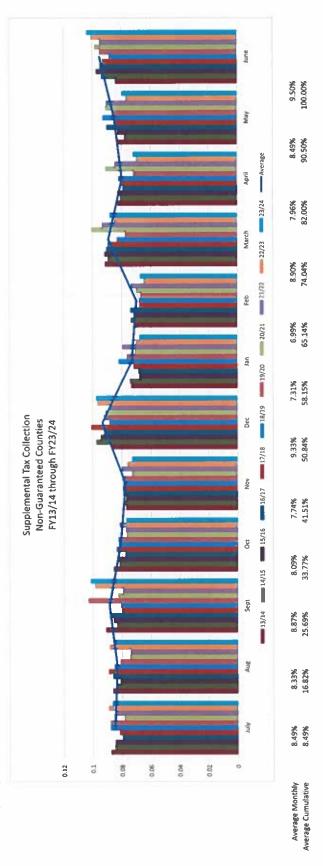
Agenda Item # 3F

92.00%

% of year:

								Ambien							
								ACINGI							
	2024-25														×
	Budget	July	August	September	October	November	December	January	February	March	April	May	June	Total	Collected
BCCRT	6,092,534	524,900.63	506,138.14	509,841.71	431,063.27	247,102.02	468,359.99	460,886.11	469,265.02	494,983.28	472,631.27	489,846.46		5,075,017.90	83.30%
SCCRT	19,699,054	1,792,560.28	1,715,965.78	1,716,245.26	1,386,985.62	813,291.81	1,466,423.42	1,518,318.50	1,586,534.18	1,648,225.74	1,563,774.97	1,646,701.85		16,855,027.41	85.56%
CIGARETTE	130,741	9,810.39	9,952.09	9,952.11	9,459.21	5,086.00	12,619.65	9,801.66	8,252.79	7,860.17	9,099.27	8,756.95		100,650.29	76.98%
LIQUOR	71,673	4,772.18	5,741.32	5,972.98	168.65	4.09	5,610.80	10,904.78	5,925.11	4,549.49	10,277.83	4,583.77		58,511.00	81.64%
RPT **	1,140,988			417,993.95	,		390,866.30			323,953.30				1,132,813.55	99.28%
GST	3,653,373	305,495.13	313,920.31	323,128.55	327,740.05	302,315.71	316,547.13	318,260.43	262,244.19	298,039.30	307,464.09	3,175,846.59		6,251,001.48	171.10%
TOTAL	30,788,363	2,637,538.61 2,551,717.64 2,983,134.56 2,155,416.80	2,551,717.64	2,983,134.56	2,155,416.80	1,367,799.63	2,660,427.29	2,318,171.48	2,332,221.29	2,777,611.28	2,363,247.43	5,325,735.62	•	29,473,021.63	95.73%
EFFPD Share Avg Monthly Payment	2,533,807														
Actual Payment		217.257.36	209,989,60	246,568.02	176,593.98	110,222.79	219,150.38	190,309.05	191,493.01	229,025.28	194,107.53	202,887.29		2,187,604.29	86.34%
EFFPD Share of Total Collections	lections	8.24%	8.23%	8.27%	8.19%	8.06%	8.24%	8.21%	8.21%	8.25%	8.21%	3.81%	#DIV/0!	7.42%	
Over/(Under) Average		6,106.78	(1,160.98)	35,417.44	(34,556.60)	(100,927.79)	7,999.80	(20,841.53)	(19,657.57)	17,874.70	(17,043.05)	(8,263.29)	(211,150.58)	(346,202.71)	

** RPTT collected and remitted quarterly



AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action to approve payment in the amount of \$29,276.85 to the Deputy Chief of Operations, Larry Goss, \$3,582.71 to District Fire Chief, Alan Ernst and a payment in the amount of \$476.45 for Medicare tax, which reflects extraordinary time spent as Incident Commander for the June 2025 Conner Fire and July 2025 Safety Officer Complex for White Sage Fire in AZ, per Policy 650.16-Reimbursement Compensation for FLSA Exempt Employees. (Julie Andress, CFO/Director of Finance)
- 2. Recommended Motion: Motion to approve payment in the amount of \$29,276.85 to the Deputy Chief of Operations, Larry Goss, \$3,582.71 to District Fire Chief, Alan Ernst and a payment in the amount of \$476.45 for Medicare tax, which reflects extraordinary time spent as Incident Commander for the June 2025 Conner Fire and July 2025 Safety Officer Complex for White Sage Fire in AZ per Policy 650.16-Reimbursement Compensation for FLSA Exempt Employees.

3. Funds Available: Yes Amount: \$32,859.56

Fund Name: General Fund Account Number: 510.000

4. Prepared by: Julie Andress, CFO/Director of Finance

5. <u>Meeting Date</u>: August 19, 2025 <u>Time Required</u>: NA

6. Agenda: Consent

7. <u>Background Information</u>: Per Policy 605.16, Reimbursement Compensation for FSLA Exempt Employees, salaried personnel may receive straight time compensation for extraordinary time spent on emergencies, which are reimbursable under agreements and/or regulations. Reimbursement for covered time must be received, and approval must be obtained from the Board of Directors.

Agenda Item #3G

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COMPENSATION PLAN

605.16 – REIMBURSEMENT COMPENSATION FOR FLSA EXEMPT EMPLOYEES

Policy Purpose: To establish a policy that allows FLSA exempt/non-represented salaried personnel to receive straight time compensation for extraordinary time spent on emergencies, which are reimbursable under agreements and/or regulations as allowed by the Fair Labor Standard Act – Section 541.604.

Policy Coverage: This policy is applicable to all FLSA exempt/non-represented salaried employees of the East Fork Fire Protection District.

Adopted Date: 12/15/2020

Revised Date: 5/21/2024

Policy #: 605.16

1. Background:

Periodically, FLSA exempt/non-represented salaried employees are required to work and respond to emergencies/incidents either within the jurisdiction or outside the jurisdiction of the Fire District. Such responses or incident management may be for extended periods of time, often extending work hours beyond the traditional forty-hour (40) work week and requiring personnel to remain at the emergency incident, within the Emergency Operation Center, etc. with no time off. Historically, affected employees were afforded the opportunity for additional compensation beyond their regular salary, providing that the additional compensation was reimbursable by the host or requesting agency. While these reimbursements were previously addressed under a Memorandum of Understanding (MOU), it is more appropriate they be managed by established policy.

2. Policy:

Non-represented, salaried/FLSA exempt personnel are eligible for additional compensation related specifically to off-district responses in other jurisdictions, or extraordinary time spent on any other reimbursable incident/event, providing that the costs are reimbursable by the host or requesting agency and/or fall under the terms in the provisions of Emergency Management services as defined under the current Douglas County/East Fork Fire Protection District Agreement for Emergency Management Services.

A. Terms of Compensation

- Non-represented, salaried/FLSA Exempt employees will be eligible for reimbursement by the outside agency for all hours worked during emergency operations, except those hours falling between 0800 and 1700, Monday through Friday, excluding holidays.
- 2. The hourly rate paid shall be paid based on the employee's annual base salary, divided by 2080 hours, which amount is in conformance with the requirement set forth in 29 CFR § 541.604 that the extra compensation be reasonably related to the employee's regular salary and therefore does not impair the employee's exempt status under the FLSA.
- 3. Compensation earned is considered "additional compensation" and not reportable to the Public Employees' Retirement System (PERS).
- 4. It is the responsibility of the employee to submit a claim for any additional hours worked under this policy.
- 5. Allowed additional compensation of exempt salaried personnel will be calculated as straight time compensation for incidents, which exceed an initial twenty-four (24) hours of operation and/or where services are billable under existing agreements and/or regulations and as allowed by the Fair Labor Standards Act (FLSA). The additional compensation time is retroactive to the employee's start time on the incident or event once the initial 24-hour period has been exceeded.
- 6. Compensation to an exempt employee must be approved by the Board of Directors.

RESPONSIBILITY FOR REVIEW: The District Fire Chief, or his designee and/or the Executive Office Manager, or his/her designee will review this policy every 3 years or sooner as necessary.

AGENDA ACTION SHEET

- 1. <u>Title:</u> For Possible Action. Discussion and possible action to award a one (1) year contract to First Due, a system for integrated data management across multiple District functions, as well as ePCR and RMS software, for the devices, accessories, software, and warranty options at a total additional cost not to exceed \$15,500 annually and a one-time \$6,450 start-up fee. (Alan Ernst, District Fire Chief)
- 2. Recommended Motion: Motion to award a one (1) year contract to First Due, a system for integrated data management across multiple District functions, as well as ePCR and RMS software, for the devices, accessories, software, and warranty options at a total additional cost not to exceed \$15,500 annually and a one-time \$6,450 start-up fee.

3. Funds Available: Yes Amount: Estimated \$21,950

Fund Name: General Fund Account Number: 533.806

4. Prepared by: Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 Time Required: NA

6. Agenda: Consent

RMS for data entry for all incidents the District responds to. Currently, Federal and State mandates (effective January 1, 2026) have forced Zoll to disband their current RMS system. Additionally, they have set a date for retirement of their current ePCR program. In order to meet these new mandates, personnel reviewed multiple vendors and found Zoll to be the most expensive product. After demonstrations and trial use, District members have requested to move all ePCR and RMS software to First Due.

The administration recommends approval.

Agenda Item # 3H



This is Amendment Number 1 ("Amendment 1") to the Agreement for Services and Exhibit A – Quote, Quote Number: 1545132000133877283 ("Agreement 1") by and between Locality Media, Inc dba First Due ("Locality Media") and **East Fork Fire Protection District** ("Customer"). This Amendment 1 shall be effective on the last dated signature below ("Effective Date").

WHEREAS, on December 23, 2022, the parties hereto entered into the Agreement 1;

WHEREAS, on January 3, 2023, the parties hereto entered into the Agreement for Services and Exhibit A – Quote, Quote Number: 1545132000133877237 (Agreement 2"), which was incorporated into the Agreement by reference;

WHEREAS, on March 15, 2023, the parties hereto entered into the Add-On Quote Number: 1545132000154742860 (Add-on Agreement 1"), which was incorporated into the Agreement by reference;

WHEREAS, on March 27, 2024, the parties hereto entered into the Add-On Quote Number: 1545132000266150712 ("Add-on Agreement 2"), which was incorporated into the Agreement by reference:

WHEREAS, the Customer wishes to revise the included modules in the Add-on Agreement 2 to discontinue use of the Hydrant Management - Basic module effective July 31, 2025; and

WHEREAS, the parties wish to cancel Add-on Agreement 2 for the Hydrant Management – Basic module as of July 31, 2025; and

WHEREAS, as of the Effective Date of this Amendment 1, the Customer wishes to purchase the Hydrant Management – Advanced, Invoicing, First Due Payments, Permitting, Investigations, Incident Reporting – NFIRS, AI Enhanced Documentation: Fire Reporting, Incident Reporting – ePCR, AI Enhanced Documentation: ePCR, Telestaff Scheduling Integration, Kno2 Connection and Subscription Services, CAD Integration (One-Time), and associated Essentials Online Training and Implementation and Configuration Services; and

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

- 1. Whereas Clauses. The whereas clauses set forth above are incorporated herein by this reference.
- Cancellation of Add-on Agreement 2. As of July 31, 2025, Add-on Agreement 2 is cancelled. Locality Media agrees that no further payments are due under this Add-on Agreement.

3. Add-on Modules: Customer agrees to purchase the additional modules as detailed in the following Quote Number: 1545132000449192424, as of the Effective Date of this Amendment 1, and in accordance with the Terms and Conditions below:

ਜਿ first due

Locality Media, Inc. dba First Due 107 Seventh St, Garden City New York, 11530, United States Phone: +1 (516) 874-2258

Website: https://www.firstdue.com/

BILL TO:

Troy Valenzuela East Fork Fire Protection District 1694 County Rd Minden, NV 89423

Account: East Fork Fire Protection District

Subscription Start: July 31, 2025

Initial Term: 6 months

Annual Subscription: \$ 31,000.00

Hydrant Management – Advanced

Prepared By: Justin Kelly Valid Until: September 30, 2025 Quote Number: 1545132000449192424

Product Details

Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, hydrant setup, hydrant service checklist, data management, mapping, service inspections, hydrant flow test and reporting.

Invoicing

Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.

First Due Payments

Seamless payment processing solution that allows for sending of invoices to customers and payments completely online using credit card, debit card, ACH, and other electronic payment methods, as well as payment reconciliation with First Due invoices module. Note, the cost for the service is 4.9% + \$ 0.30 per transaction. This is an integrated service provided by www.stripe.com.

Permitting

Permit Management, Customizable Permit Types, Plan Review and Permit Fees.

Investigations

Organize, analyze and document investigations, keeping case information secure and separated from, but integrated with other modules.

Incident Reporting - NFIRS

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

Al Enhanced Documentation: Fire Reporting

Al powered transcription and documentation solution to assist with completing NFIRS/NERIS reports.

Total

Incident Reporting - ePCR

ePCR Incident Documentation, State Compliance with automated submission.

Al Enhanced Documentation: ePCR

Al powered transcription and documentation solution to assist with completing EMS patient care reports.

Scheduling Integration w/Third Party (Telestaff)

Scheduling Integration with Telestaff

Kno2 Standard Subscription

Direct messaging and Unlimited Cloud faxing to deliver PCRs to hospital.

Kno2 Hospital Connection Fee

This will be charged at a rate of \$250.00 per hospital connection. The first connection is included at no additional cost. 7 Hospital connections and 1 connection to Nevada HIE.

Total Connections: 8

Community Connect

Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.

CAD Integration (One-Time)

One-Time fee for CAD integration Services: Scope to be added when applicable.

Essentials Online Training Package

Up to 4 Hours Online Training with certified First Due Instructor

Implementation and Configuration Services

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

One-Time Fees Subtotal Subscription Fees Subtotal \$ 5,450.00 \$ 15,500.00

Grand Total

\$ 20,950.00 *Excluding Tax

Terms and Conditions

The above-listed Grand Total will be invoiced on or around July 31, 2025. For subsequent annual periods, the Service fees are due and payable annually in advance on January 31st. Payment terms of Net 30 days.

- 4. **Included First Due modules**. For clarity, after this Amendment 1 is fully executed the Customer will have the following modules contracted on their account:
 - Occupancy Management & Pre-Incident Planning
 - Responder
 - Hydrant Management Advanced
 - Inspections
 - Invoicing
 - First Due Payments
 - Permitting
 - Investigations
 - Incident Reporting NFIRS
 - Al Enhanced Documentation: Fire Reporting
 - Incident Reporting ePCR
 - Al Enhanced Documentation: ePCR

- Scheduling Integration (Telestaff)
- Kno2 Standard Subscription
- Assets & Inventory
- Community Connect
- CAD Integration via Email
- 5. **Amended Records**: After this Amendment 1 is fully executed, Locality Media will revise its records and Customer's invoicing accordingly.

Except as expressly amended herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

BY SIGNING BELOW, BOTH PARTIES AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

LOCALITY	MEDIA, INC.		Fire Protection District
By:	(Signature)	Ву:	(Signature)
Name:		Name:	
Title:		Title:	
Date:		Date:	



First Due Quote

Prepared By: Justin Kelly Valid Until: Jun 30, 2025 Quote Number: 1545132000449192424

East Fork Fire Protection District (NV)

We are excited to present pricing for the First Due Suite! Please see detailed breakdown below. It is important to note that First Due is a cloud-based system, and all Support, Maintenance, Hosting and Upgrades are ALWAYS INCLUDED.

First Due Modules and Implementation Services Included - Description

Incident Reporting - NFIRS

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

Incident Reporting - ePCR

ePCR Incident Documentation, State Compliance with automated submission.

Al Enhanced Documentation: ePCR

All powered transcription and documentation solution to assist with completing EMS patient care reports.

Scheduling Integration w/ Third Party (Telestaff)

Scheduling Integration with Telestaff

CAD Integration (One-Time)

One-Time fee for CAD integration Services: Scope to be added when applicable.

Kno2 Standard Subscription

Direct messaging and Unlimited Cloud faxing to deliver PCRs to hospital.

Kno2 Hospital Connection Fee

This will be charged at a rate of \$250.00 per hospital connection. The first connection is included at no additional cost. 7 Hospital connections and 1 connection to Nevada HIE.

Implementation and Configuration Services

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

Essentials Online Training Package

Up to 4 Hours Online Training with certified First Due Instructor

One-Time Subtotal \$ 6,450.00

Subscription Subtotal \$15,500.00

Total Year 1 \$ 21,950.00

*Excluding Tax

Terms and Conditions

Optional Add-Ons

First Due Modules	Description	Price
Hydrant Management - Advanced	Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, hydrant setup, hydrant service checklist, data management, mapping, service inspections, hydrant flow test and reporting.	\$ 3,000.00
Invoicing	Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.	\$ 4,000.00
First Due Payments	Seamless payment processing solution that allows for sending of invoices to customers and payments completely online using credit card, debit card, ACH, and other electronic payment methods, as well as payment reconciliation with First Due invoices module. Note, the cost for the service is 4.9% + \$ 0.30 per transaction. This is an integrated service provided by www.stripe.com.	\$ 500.00
Permitting	Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	\$ 1,500.00
Investigations	Organize, analyze and document investigations, keeping case information secure and separated from, but integrated with other modules.	\$ 2,000.00
Community Connect	Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.	\$ 4,500.00

AGENDA ACTION SHEET

- 1. <u>Title:</u> For Possible Action. Discussion and possible action to award a one-year contract to Marshall Billing for the independent hosting of all medical billing software, at an additional cost of \$4.28 per trip plus a \$7,500 implementation fee, and to authorize the District Fire Chief to execute all necessary documents. (Alan Ernst, District Fire Chief)
- 2. Recommended Motion: Motion to award a one-year contract to Marshall Billing for the independent hosting of all medical billing software, at an additional cost of \$4.28 per trip plus a \$7,500 implementation fee, and to authorize the District Fire Chief to execute all necessary documents.

3. Funds Available: NA Amount: Estimated \$20,000

Fund Name: General Fund Account Number: 521.100

4. Prepared by: Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 Time Required: NA

6. Agenda: Consent

Background Information: The East Fork Fire Protection currently utilizes Zoll Billing software, which is used by our third-party billing company, Marshall Billing. We use an older version of the software and after review with Marshall Billing, it was determined that the best course of action would be to have Marshall use their newer software and host all billing related software. The additional cost of approximately \$20,544 (plus a \$7,500 start up fee) is cheaper than our current ~ \$33,729.48 per year that we pay to Zoll for the same service. The District anticipates a higher rate of return on billing from the more advanced software.

The administration recommends approval.

Agenda Item #3I

AGENDA ACTION SHEET

- 1. <u>Title:</u> For Possible Action. Discussion and possible action to award BLD Consulting a twenty (20)-year contract to develop a data reviewer tool that will provide access to historical RMS and ePCR data, at a cost not to exceed \$10,000. (Alan Ernst, District Fire Chief)
- 2. Recommended Motion: Motion to award BLD Consulting a twenty (20)-year contract to develop a data reviewer tool that will provide access to historical RMS and ePCR data, at a cost not to exceed \$10,000.

3. Funds Available: NA Amount: Estimated \$10,000 to BLD

Consulting

Fund Name: General Fund Account Number: 533.802

4. **Prepared by:** Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 Time Required: NA

6. Agenda: Consent

7. Background Information: The East Fork Fire Protection District utilizes BLD Consulting to assist with custom reports and data retrieval to assist with call data, response models, grants, and State or Federal reporting requirements. In order to have access to all of our historical data from Zoll, they are requesting a one-time fee of \$10,000 to build a tool to pull this data as needed. This fee covers the use of their software for 20 years.

The administration recommends approval.

Agenda Item # 3J

July 1, 2025



SCOPE OF SERVICES

BLD Consulting shall provide professional data management, consulting, reporting, existing reviewer tool application subscription Zoll FireRMS, transition of existing reviewer tool application to archive reviewer tool applications, and support and maintenance services for the East Fork Fire Protection District for the performance period of: <u>July 1, 2025, through June 30, 2026.</u>

The cost for this Scope of Services is defined as follows:

- <u>Data Management Consulting and Reporting Services</u> shall be billed monthly based upon actual hours worked for data management and consulting services, at a rate of \$150 an hour, or unless otherwise agreed to, based on specific project deliverables.
- <u>BLD Reviewer Tool Application Subscription (Active Zoll FireRMS Database)</u> Subscription, Support and Maintenance shall be billed monthly at a rate of \$400/month, while the Zoll FireRMS database is active and being utilized by the Agency.
- Transition of BLD Reviewer Tool Application to Two (2) Archive Reviewer Tool Applications; One (1) for Incident and One (1) for EPCR Installation, support and maintenance shall be billed, for a one-time fee of \$5,000 for the Zoll FireRMS Incident Module and a one-time fee of \$5,000 for the Zoll EPCR Module, (for a total one-time fee of \$10,000) when the Agency transitions to the First Due software platform and data is no longer active/updated to Zoll FireRMS or Zoll EPCR. At this point, the BLD Reviewer Tool Application Subscription of \$400/month will no longer be billed.

Total contract charges for the Data Management and Consulting Services, BLD Reviewer Tool Application Subscription (Active RMS Database), and Transition of the BLD Reviewer Tool Applications to two (2) Archive Reviewer Tool Applications, one (1) for Incident and one (1) for EPCR, shall not exceed \$18,000 during the performance period of July 1, 2025, through June 30, 2026, unless otherwise agreed to by the East Fork Fire Protection District and BLD Consulting.

Data Management and Consulting Services Contract

The following list of professional data management, consulting and reporting services is not to be considered all-inclusive, and may be modified as requested by the East Fork Fire Protection District or BLD Consulting throughout the period of performance of this contract:

- 1. Assist Department with transition of records reporting systems from Zoll FireRMS to First Due.
- 2. Assist Department with transfer of viable existing Zoll FireRMS data to the First Due platform.
- 3. Assist Department with Data Management, Planning, Direction, Support, and Training of First Due Program for data collection to meet specific Department needs and requirements for the Incident and EMS Modules.
- 4. Assist Department with Data Entry Business Practices, Development of Policies, Procedures and Workflow for the transition to the First Due platform.
- 5. Assist and work with Internal Agency First Due Transition Group to:
 - a. Review of all pages in the First Due platform.
 - b. Develop systematic data plan for collection.
 - c. Develop data entry standards for employee entry and responsibility.
 - d. Identify data corrections to existing data.
 - e. Implement data corrections.
 - f. Develop data entry manual and training plan for all software users.
 - g. Develop validation processes to ensure data integrity.
- 6. Assist Department with transition to NERIS.
- Provide data analysis, consulting, and support services to meet Department data goals and
 objectives through SQL scripting, reporting software data management and crystal reporting
 services.
- 8. Provide Customized Crystal Reporting
 - a. Performance Measurement Reports
 - b. Concurrency Reports
 - c. Out of District Response Reports
 - d. UHU Report
 - e. Personnel Report
 - f. Call Volume Reports
- 9. Data Integration/Imports/Exports
 - a. Telestaff
 - b. Target Solutions
 - c. CAD
- 10. Additional Services and Support that are Discussed/Agreed To as Contract Progresses

Custom projects, or projects requiring more intensive services, shall not be provided under this contract. These projects shall be developed with an individual scope of work specifically for the requested project, outlining cost, timelines and deliverables and agreed to by both the East Fork Fire Protection District and BLD Consulting.

BLD Reviewer Tool Applications – Zoll FireRMS Subscription, Support and Maintenance

To provide on-going subscription, support, maintenance, and technical assistance with the Zoll FireRMS BLD Reviewer Tool Application for the Incident module as requested by the East Fork Fire Protection District.

The following list of deliverables is not to be considered all-inclusive and may be modified as requested by the East Fork Fire Protection District or BLD Consulting throughout the period of performance of this contract, while the Zoll FireRMS database is active and is being utilized by the Agency.

Once the Agency transitions to the First Due platform, we will convert the BLD Reviewer Tool Application to the Data Archive Reviewer Tool Application as outlined in the next section of this contract.

- 1. Provide continuing on-going subscription, support, maintenance, and technical assistance for the BLD Reviewer Tool Application.
- 2. Assist with further development and implementation of the Application to meet data objectives.
- 3. Provide guidance and support for data review and management of the outputs of the Application Tool.

BLD Data Archive Reviewer Tool Application Support, Maintenance and Technical Assistance

This scope of services encompasses the transition of BLD Reviewer Tool Application to Two (2) Archive Reviewer Tool Applications; One (1) for Incident and One (1) for EPCR. Archive reviewers will also be provided for training, personnel, and hydrant modules.

Installation, support, and maintenance shall be billed, for a one-time fee of \$5,000 for the Zoll FireRMS Incident Module and a one-time fee of \$5,000 for Zoll EPCR, when the Agency transitions to the First Due software platform and data is no longer active/updated to Zoll FireRMS. At this point, the BLD Reviewer Tool Application Subscription of \$400/month will no longer be billed.

The Data Archive Reviewer Tool Application will be a read-only environment and retain ALL the data for agency access for analysis, reporting and generating public records.

The Data Archive Reviewer Tool Application will NOT require your agency to maintain a ZOLL FireRMS Support Contract.

- Permission is not needed from Zoll to utilize the application, or to restore or reset Zoll FireRMS for functionality as an archive database.
- Your department's existing database is currently configured for the Data Archive Reviewer Tool Application.

The Data Archive Reviewer Tool Applications will be delivered with custom reports: Incident, Narrative, Roster, and EPCR.

- Additional customized reports can be developed by BLD Consulting at a cost of \$150/hour.
- We can also provide your staff with training to create custom Crystal Reports to be used in conjunction with the Data Archive Reviewer Tool Application.

The following list of deliverables is not to be considered all-inclusive and may be modified as requested by the East Fork Fire Protection District or BLD Consulting:

- Provide on-going support, maintenance, and technical assistance for the BLD Data Archive Reviewer Tool Applications listed above.
- Assist with development, customization, and implementation of the Data Archive Reviewer Tool Applications to meet departmental data objectives.
- Provide instructional documentation, videos, and firsthand training for the use of the Data Archive Reviewer Tool Applications.
- Provide guidance and support for use of the Applications, including data review, analysis, and management of the Data Archive Reviewer Tool Applications.

Additional Contract Options after January 1, 2026:

BLD Reviewer Tool Application – First Due Subscription, Support and Maintenance

To provide on-going subscription, support, maintenance, and technical assistance with the First Due BLD Reviewer Tool Application for the Incident and EMS modules as requested by the East Fork Fire Protection District.

The following list of deliverables is not to be considered all-inclusive and may be modified as requested by the East Fork Fire Protection District or BLD Consulting throughout the period of performance of this contract.

- 1. Provide continuing on-going subscription, support, maintenance, and technical assistance for the First Due BLD Reviewer Tool Application.
- 2. Assist with further development and implementation of the Application to meet data objectives.
- 3. Provide guidance and support for data review and management of the outputs of the Application Tool.

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action to approve the Memorandum of Understanding (MOU) between East Fork Fire Protection District and the Genoa Volunteer Fire Department, Station 3, concerning the long-term custodianship and display of a historically significant fire engine and authorize the District Fire Chief to sign the MOU for the life of the agreement. (Alan Ernst, District Fire Chief)
- 2. Recommended Motion: Motion to approve the Memorandum of Understanding (MOU) between East Fork Fire Protection District and the Genoa Volunteer Fire Department, Station 3, concerns the long-term custodianship and display of a historically significant fire engine and authorize the District Fire Chief to sign the MOU for the life of the agreement.

3. Funds Available: NA Amount: NA

Fund Name: NA Account Number: NA

4. Prepared by: Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 Time Required: NA

6. Agenda: Consent

7. <u>Background Information</u>: The Memorandum of Understanding (MOU) concerns the long-term custodianship and display of a historically significant fire engine. The 1927 Seagrave fire engine, originally designated as Douglas County No. 1 and currently registered with Nevada license plate EX 20177, holds considerable historical and symbolic value to both the community of Genoa and Douglas County at large.

Under the terms of the MOU, the District will retain legal ownership of the vehicle, while Genoa Volunteer Fire Department will be granted the right to permanently retain the engine under its custodianship. The fire engine will be housed at East Fork Fire Protection District Station 3, located at 2298 Main Street in Genoa, Nevada. Genoa Volunteer Fire Department will construct and maintain a dedicated viewing room at the front of the station to allow for public display and preservation of the engine.

Genoa Volunteer Fire Department will assume full responsibility for the physical care, routine maintenance, and security of the fire engine while it remains housed at Station 3. Any future modifications, restoration, or relocation of the fire engine will require written consent from both the District and Genoa Volunteer Fire Department, except in cases where emergency preservation actions are necessary.

If approved the MOU will became effective on July 19, 2025, and will remain in force unless amended or terminated in writing by mutual agreement.

MEMORANDUM OF UNDERSTANDING

Between East Fork Fire Protection District and Genoa Volunteer Fire Department

Subject: Permanent Retention and Display of 1927 Seagrave Fire Engine Effective Date: July 19, 2025

I. PARTIES

This Memorandum of Understanding (hereinafter "MOU") is entered into by and between: East Fork Fire Protection District (hereinafter "District"), a political subdivision of Douglas County, Nevada, and Genoa Volunteer Fire Department (hereinafter "GVFD"), a volunteer fire department operating within the East Fork Fire Protection District and located in Genoa, Nevada.

II. BACKGROUND

The 1927 Seagrave antique fire engine, originally designated as Douglas County No. 1, and bearing Continental Motors motor number 6B-3425 and current Nevada license plate EX 20177, represents an important piece of firefighting history with significant heritage and symbolic value to the community of Genoa and Douglas County.

III. PURPOSE

The purpose of this MOU is to establish the mutual understanding between the District and GVFD that the 1927 Seagrave fire engine shall be permanently retained by GVFD and displayed for public viewing at the designated location as set forth herein.

IV. TERMS OF AGREEMENT

a. Permanent Retention and Display

The District hereby grants GVFD the right to permanently retain the 1927 Seagrave fire engine under its custodianship for historical preservation and public display purposes.

b. Location

The fire engine will be housed at East Fork Fire Protection District Station 3, located at 2298 Main Street, Genoa, Nevada, within a dedicated viewing room to be constructed and maintained by GVFD at the front of the station.

c. Ownership and Registration

The District shall maintain legal ownership, title, and registration of the 1927 Seagrave fire engine. GVFD shall assume responsibility for:

- 1. Physical care
- 2. Routine maintenance
- 3. Security of the fire engine while housed at Station 3.

d. Modifications or Relocation

No modification, restoration, or relocation of the fire engine from Station 3 shall occur without mutual written consent of both the District and GVFD, except in cases of emergency preservation needs.

V. GENERAL PROVISIONS

a. Entire Agreement

This MOU constitutes the entire agreement between the parties concerning the subject matter and supersedes all prior agreements or discussions.

b. Amendments

This MOU may be amended only by a written agreement signed by both parties.

c. Costs

Each party shall bear its own costs associated with fulfilling its responsibilities under this MOU.

d. Contingency

This agreement is contingent upon funding and permitting of the museum structure by the GVFD.

e. Effective Date

This MOU becomes effective on July 19, 2025, and shall remain in effect unless terminated or amended in writing by mutual consent.

VI. SIGNATURES

For East Fork Fire Protection District:
By:
Name:
Title:
Date:
For Genoa Volunteer Fire Association:
By:
Name:
Title:
Date:

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action to authorize the District Fire Chief to sign the Wildland Fire Protection Program (WFPP) Agreement between the State of Nevada Department of Conservation and Natural Resources/Nevada Division of Forestry (NDF) and the East Fork Fire Protection District (EFFPD) for a two-year period at a cost not to exceed \$85,256 per year. (Alan Ernst, District Fire Chief)
- 2. Recommended Motion: Motion to approve the District Fire Chief to sign the Wildland Fire Protection Program Agreement between the State of Nevada Department of Conservation and Natural Resources/Nevada Division of Forestry and the East Fork Fire Protection District for a two-year period at a cost not to exceed \$85,256 per year.

3. Funds Available: Yes Amount: \$85,256 per year

Fund Name: General Fund Account Number: 520.081

4. **Prepared by:** Alan Ernst, District Fire Chief

5. <u>Meeting Date</u>: August 19, 2025 <u>Time Required</u>: NA

6. Agenda: Consent

7. Background Information: The Nevada Division of Forestry (NDF) administers the Wildland Fire Protection Program (WFPP) to provide participating local governments with wildland fire protection services, including prevention, preparedness, suppression, and recovery support. The most important component of the agreement provides that the state of Nevada/Division of Forestry will fund the cost of wildland suppression costs past the 24-hour period. The agreement serves as an "insurance policy" against large dollar fire suppression cost.

The District has been a participant in this program since 2012, which ensures cost-effective response, statewide resource availability, and coordinated fire suppression efforts during wildland fire incidents.

The updated WFPP Agreement outlines terms and responsibilities between the parties effective July 1, 2025, through June 30, 2027. NDF will provide personnel, equipment, and other resources during fire emergencies in alignment with the State's fire suppression policy.

Agenda Item # 3L

CETS #:	30850
Agency Reference #:	WFPP-006

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada Acting by and through its Division of Forestry and East Fork Fire Protection District

Public Entity #1:	East Fork Fire Protection District
Address:	1694 County Road
City, State, Zip Code:	Minden, NV, 89423
Contact:	Jacques Etchegoyen, Alan Ernst
Phone:	775-782-9040
Fax:	
Email:	aernst@eastforkfire.org

Public Entity #2:	Department of Conservation and Natural Resources Nevada Division of Forestry
Address:	901 Stewart Street, Suite 1001
City, State, Zip Code:	Carson City, Nevada 89701
Contact:	Kacey KC
Phone:	775-684-2500
Fax:	
Email:	Kaceykc@forestry.nv.gov

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 and ending June 30 of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	30850
Agency Reference #:	WFPP-006

 CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in Section 4, Termination.

Effective From:	July 1, 2025	То:	June 30, 2027

- 4. **TERMINATION**. This Contract may be terminated by either party prior to the date set forth in **Section 3**, **Contract Term**, provided that a termination shall not be effective until <u>30</u> days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
- 5. NOTICE. All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next-day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
- 6. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	Scope of Work and Deliverables
---------------	--------------------------------

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. CONSIDERATION. The parties agree that the services specified in Section 6, Incorporated Documents shall be provided by East Fork Fire Protection District at a cost as noted below:

\$85,256.00		per		Year	-
Total Contract or installments payable at: \$2		\$21,314.00	Qu	urterly	
Total Contract Not to Exceed:	\$170	,512.00			

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT

A. <u>Books and Records</u>. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

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- B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. <u>Period of Retention</u>. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
- 10. BREACH REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
- 11. **LIMITED LIABILITY**. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
- 12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
- 13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.
- 14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
- 15. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 16. **SEVERABILITY**. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 this Contract unenforceable.
- 17. **ASSIGNMENT**. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
- 18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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- 19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 20. **CONFIDENTIALITY**. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
- 21. **FEDERAL FUNDING**. In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 22. **PROPER AUTHORITY**. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
- 23. GOVERNING LAW JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
- 24. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements 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, approved by the Office of the Attorney General.

CETS #:	30850
Agency Reference #:	WFPP-006

ed this Contra	ct to be signed and intend to be legally bound thereby.
Date	Title
Date	
	APPROVED BY BOARD OF EXAMINERS
	On:
	On:Date
	Date

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Attachment A: Scope of Work and Deliverables

Identification of Entities

The State of Nevada Department of Conservation and Natural Resources (hereinafter "DCNR") which exists pursuant to NRS 232.010(1), and the Nevada Division of Forestry (hereinafter "DIVISION") which exists pursuant to NRS 232.090(c) and administers all fire control laws in Nevada pursuant to NRS 472 and manages wildfire mutual aid pursuant to NRS 414A, are both agencies of the State of Nevada (and are from time to time collectively referred to as "STATE" in this Agreement);

East Fork Fire Protection District, a political subdivision of the State of Nevada, is a Fire Protection Agency (hereinafter "FPA").

Recitals

WHEREAS, all signatories to this Agreement are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter interlocal and cooperative agreements with each other for the performance of governmental functions; and;

WHEREAS, the FPA has jurisdictional responsibility for serving its community in many ways, including wildland fire response, prevention and mitigation.

WHEREAS, the DIVISION and FPAs are required to adhere to NRS 477.030(1)(a), 477.030(6), NAC 477.281(c).

WHEREAS, the DIVISION and the FPA mutually agree to reduce risk from wildland fire through activities to include, but not limited to, fuel reduction, Fire Adapted Nevada or Tahoe Network of Fire Adapted Communities (TNFAC) program support, and the sharing of equipment, training and supplies.

WHEREAS, the DIVISION has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands, including fire control, in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons and;

WHEREAS, the DIVISION may maintain or have access to additional specialized wildfire expertise and suppression resources and;

WHEREAS, wildland fires are defined as unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out;

WHEREAS, it is to the mutual advantage of the DIVISION and the FPA to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators and;

WHEREAS, the DIVISION and the FPA desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands and;

WHEREAS, the DIVISION and the FPA recognize that safe, aggressive initial attack is the best suppression strategy to keep wildland fires small and costs down and;

WHEREAS, the DIVISION recognizes the FPA as the Agency having primary jurisdiction, the DIVISION will participate at an Incident Command Post (ICP) in a primary Wildland Fire Protection Program (hereinafter WFPP) fiscal role. The DIVISION remains available to assist in other Incident Command System (ICS) roles upon request.

WHEREAS, it is understood that the mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership, it is mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires and;

WHEREAS, the FPA has requested to participate in the DIVISION WFPP, and the DIVISION is authorized to render wildland fire protection services, including cost reimbursement, to the FPA;

WHEREAS, all terminology herein shall be defined by the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology (hereinafter "NWCG Glossary);

WHEREAS, all incident business shall be conducted in accordance with the NWCG Standards for Interagency Incident Business Management (hereinafter "SIIBM");

Now Therefore, in consideration of the above premises, it is agreed between the parties as follows:

This Scope of Work and Deliverables will serve as the Operating Plan for the WFPP hereby made and entered into by and between the parties. This Operating Plan follows the standards of and is tiered into the Nevada Master Cooperative Wildland Fire Management and Stafford Act Response Agreement for Federal wildfire mobilization (hereafter referred to as the Master Cooperative Fire Agreement) as well as state-to-state mobilization under NRS 527 national wildland fire protection agreement compacts (the Northwest and the Great Plains) or any other agreement the DIVISION has in place.

Mutual aid under this agreement is managed by and through NRS 414A. The FPA is responsible for all costs associated with mutual aid, outside of assistance by hire (ABH) resources. The FPA may have individual mutual aid agreements (such as Friends and Neighbors, R1 Nevada Fire Chiefs Agreement, and Lake Tahoe Chiefs Regional Agreement) outside of this agreement, which is not the responsibility of nor reimbursable by the DIVISION. The DIVISION is not responsible for any costs associated with mutual aid unless as specified below.

Purpose

The purpose of this Operating Plan is to define operating procedures and fiscal responsibilities affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects within the framework of the above-referenced WFPP Agreement.

Modifications / Negotiating Expenses

FPA should notify the DIVISION of any questions, issues or situations regarding any Operating Plan modifications or qualifying expenses that are not clear or require negotiation and do not contradict the WFPP Agreement. The DIVISION will convene a meeting with the FPA to discuss and/or resolve a mutually agreeable resolution. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee for further action.

Executive Committee

An executive committee shall be formed and maintained by the DIVISION for the WFPP. The executive committee shall consist of five voting members, inclusive of the chair of the Nevada Fire Chiefs Association and the State Forester Firewarden and up to four advisory members. Other members will be discussed and voted on by the larger participating entities but must be representative of both rural and urban districts or counties. The executive committee is responsible for updating the WFPP formula, agreement revisions, and other matters pertaining to the WFPP partnership. The executive committee must have a final updated draft WFPP agreement template for membership review no later than January 31 of the renewal year. The executive committee shall provide a final WFPP agreement to all FPA participants no later than April 30 of the contract renewal year to allow adequate time for both the FPA and DIVISION to obtain final contract approval by July 1.

Review Committee

The DIVISION will establish a Review Committee to adjudicate issues or questions between the DIVISION and the FPA which cannot be resolved informally between the parties. The Director of the Department of Conservation and Natural Resources (DCNR) will request one DIVISION representative and two individuals from FPA jurisdictions other than where the dispute is occurring, one of whom serves on the WFPP Executive Committee, to serve on the Review Committee. The FPA requesting modifications or clarity must agree to the selected Review Committee membership. The FPA involved in the dispute shall also appoint one nonvoting advisory representative. The Review Committee shall review the issue and make a non-binding recommendation to the DCNR Director, who will issue the final determination. This process does not limit the legal rights of either party.

General Provisions

The FPA who chooses to enter or maintain an existing WFPP Agreement must integrate and become a user within the DIVISION's Fire Billing System (FBS). This system is used to support all financial functions between the DIVISION and the FPA. The FPA will be required to input all approved Fire Rate Agreement (FRA) rates within the system and designated specific personnel and equipment types according to the FRA, which will include adding and or removing personnel/equipment, agreeing to the terms, and creating/submitting all wildland requests for reimbursement electronically within FBS. All FRA's shall be updated by July 1, annually. If the FRA is unable to be updated by July 1 of each year or requires adjustments anytime in a calendar year, the FPA must notify the DIVISION as soon as possible.

The FPA is primarily responsible for all hazard response, prevention, structure suppression and wildland fire suppression occurring to property within their jurisdictional boundaries. These structures and lands are protected by the FPA that can be intermingled or adjacent to lands protected by State and Federal Agencies.

The DIVISION shall coordinate with and support the FPA in prevention, suppression, suppression repair, and fire rehabilitation of wildland fires on State and private forested and rangelands as identified through the Nevada Master Cooperative Wildland Fire Management and Stafford Act Response Agreement as well as with Nevada Revised Statutes and Administrative Codes. The DIVISION is not responsible for fighting structure fires; however, the DIVISION may assist in providing structure protection or water support during a wildland fire event. Such activities will be limited to the exterior of structures, and only when such actions can be accomplished safely, within the qualifications of staff, and in accordance with established wildland fire operations standards. Fire suppression damage repairs include any infrastructure or environmental repairs that are required to restore their condition that was damaged because of wildfire suppression activities (e.g., dozer line, fence cutting, culvert crushing, etc.). Fire rehabilitation includes taking actions to restore ecosystem integrity and functions following a wildfire (e.g., seeding, planting, erosion control devices, etc.)

The FPA agrees that the employees mobilized under this WFPP Agreement and Operating Plan meet all the requirements for the position(s) qualifications in accordance with National Wildfire Coordinating Group NWCG-PMS 310-1, National Incident Management System, Wildland Fire Qualifications System, NWCG SIIBM, or NFPA approved equivalency. The FPA is required to issue each employee who will respond to wildfire, in or out of state under the WFPP agreement, a qualification card (aka Red Card) using the Incident Qualifications System (IQS).

The DIVISION will assist the FPA in organizing, equipping, and training FPA to meet the NWCG standards and the utilization of the IQS and Incident Resource Ordering Capability (IROC), by April 30 of each year or directly following hiring of new staff.

Annual Coordination Meeting

The DIVISION shall hold an annual meeting inviting all FPA members by March 1 of each year to jointly discuss, review, and update the following items:

- 1. Updates to the WFPP Agreement provided by the executive committee (year 2 of contract only)
- 2. The FPA's rates for personnel and equipment
- 3. Identification and prioritization of hazardous fuel treatment areas
- 4. Training needs for both FPA and the DIVISION
- 5. Sharing needs regarding facilities, resources, and equipment
- 6. Fire season review and process improvements, as needed

Sharing Facilities, Resources, Equipment and Training

Sharing facilities for the purpose of training is beneficial for all parties to this agreement; therefore, there will be no charge for the use of either Division or FPA facilities for training. The DIVISION will provide training upon request from the FPA for wildland fire training, engine/water tender training, helicopter training, hoist rescue training, etc. within the DIVISION's capabilities and availability. If the FPA has agreements with the DIVISION for the following, the agreements will be attached.

Equipment, Supplies, and Cache Items

The parties recognize that wildland fire suppression and pre-suppression activities such as hazardous fuels reduction projects will often involve the use of equipment, supplies, and cache items. Equipment, supplies, and cache items checked out (such as pumps, hoses, nozzles, etc.), or supplied by one party and received by another party, shall be accompanied by a written agreement. The equipment or supplies then becomes the responsibility of the receiving party. Equipment, supplies, and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Parties agree that the receiving party shall replace or reimburse for damage in excess of reasonable wear and tear, and shall replace or reimburse items lost or destroyed. The receiving party will replace or reimburse for items lost, destroyed, or expended with items of like or similar standard from the fire cache or supply unit on the incident, or via an authorization for replacement using a unique request number. Insurance or other reimbursement options should be pursued, if such options are available, prior to replacement or reimbursement for lost, stolen or destroyed items.

Incident Replacement

Incident replacement shall be in accordance with the NWCG -SIIBM, Chapter 30. The incident should limit replacement to those items that are consumed, lost, damaged, or rendered unserviceable during the incident.

These items can be replaced at the incident, or the incident can approve an Incident Replacement Requisition (OF-315), Saw Parts Order, or General Message (OF-213) for replacement of items by a cache or at the home unit. Approval for replacement of non-standard items (Non NFES) may need to be approved by the Incident Business Advisor (IBA). Personnel who need to replace/repair damaged property will document the request on an OF-289, Property Loss or Damage Report.

Personal Protective Equipment (PPE) Standards

It is required that all individuals who engage in wildfire suppression activities, under the Agreement, have and use appropriate NWCG Personal Protective Equipment (PPE). The DIVISION may support the FPA with PPE and other equipment and supplies as necessary if DIVISON funds and/or supply are available.

Interagency Cooperation

Interagency Dispatch Centers

Within Nevada there are five interagency dispatch centers. Specific staffing, funding and level of participation is agreed to and documented in the Local Operating/Financial Plan for each respective dispatching zone. The interagency dispatch center where the incident occurs will coordinate the use of aircraft resources. The FPA may order air tankers, helicopters, or observation flights through the interagency dispatch center, but the operational control will remain under the direction of the Incident Commander. The FPA will provide mission objectives, geographic coordination, and hazards in the area (power lines, houses, etc.) When a wildfire incident requires assistance and coordination with the interagency dispatch center, the FPA must provide the center manager with the following:

- A list of resources on scene that have been mobilized using Mutual Aid agreements.
- ICS-209 "Situation Report" by **4:30pm** for each operational period.
- Updates on fire activity and information of any major events such as Fire Management Assistance Grant (FMAG) declaration, evacuations, injuries / accidents, road closures, law enforcement needs, etc.
- Request all Resource Orders (RO) within 21 days from the date the fire is declared as controlled.
- RO's will only be filled using the same unit identifiers that are listed in IROC.

The FPA may request support from NDF's Chief Officer/Agency Administrator or Incident Business Unit (IBU) when the complexity of the incident is warranted, and staff are available.

Communications / Frequencies

The FPA and DIVISION agree to maintain and annually provide a current list of telephone numbers for each principal emergency contact. Any additional changes throughout the year shall be communicated between the FPA and DIVISION.

Each party that is signatory to the WFPP Agreement and this Operating Plan is permitted to use each other's frequencies during emergency activities or training events to contact cooperator's resources following the communications plan for the incident or event. The communications plan may be a formal document, as in the case of an incident command team deployment or it may be an informal verbal agreement made in the field by the Incident Commander(s) and/or Agency Representative. Use of frequencies is permitted in "narrowband" and VHF mode only. Federal Communications Commission procedures will be followed when operating radio(s) on any party's frequency.

When multi-agency or a rapidly expanding incident occurs, the use of other tactical channels may be used (such as NV-V Fire 21, 22, 23, 24, and 25 or NDF Red 1). It is imperative that response resources make positive communications on the incident, preferably face-to-face initially, to ensure all resources can communicate via radio on the incident.

Air-to-ground channels should be monitored by all parties as the application of retardant and water delivered by aircraft is often used during the incident, particularly during the initial attack. Drops cannot occur unless the line (drop zone) is clear of personnel and equipment.

Weather warnings, emergency broadcasts, command changes, etc. will be transmitted over the command frequency to all units on the scene of the incident.

Pre-identified incident communication protocols will be established and followed (e.g., frequencies plans, points of contact, and interoperable radio hardware).

Preparedness / Non-Suppression Related Activities

The FPA and DIVISION staff will work collaboratively towards the implementation of the National Cohesive Wildland Fire Management Strategy (Resilient Landscapes, Fire Adapted Communities and Safe and Effective Wildfire Response) through the establishment of mutually beneficial and agreed upon goals and project activities. The FPA and the DIVISON have the authority through this agreement to request assistance by hire and reimburse any other FPA resources for prioritized hazardous fuel reduction and resilient landscape projects within the FPA jurisdiction if a Supplemental Project Agreement (SPA) is in place. The Division will assist treatment plans; Threatened and Endangered (T&E) species identification and avoidance techniques; and other technical services as requested and available. DIVISION may provide, at the FPA's request, subject to availability, personnel and apparatus to assist in public wildfire education programs, and the DIVISION and the FPA will collaborate on a wildland fire prevention program that includes common messaging.

Fire Adapted Communities

DIVISION's FMO, RMO, and other staff, as available, will coordinate with Grant Coordinators and FPA's within their respective jurisdictions to identify communities at risk and facilitate the implementation of fire adapted community concepts through the creation or updating of Community Wildfire Protection Plans (CWPPs) that meet the national standards of Heathy Forests Restoration Act (HFRA). The FPA and DIVISION staff, as available, will work together to facilitate community involvement, investment, and proactivity through Fire Adapted Nevada or TNFAC, National Fire protection Association's Firewise USA® Communities recognition program and implementation of CWPP priority projects (e.g., fuels reduction projects, defensible space inspections, identifying local community leaders, grant application assistance, etc.). The FPA is highly encouraged to register with and participate in the International Association of Fire Chief's "Ready, Set, Go!" program.

Safe and Effective Wildfire Response

Purpose: Create and maintain an interagency safe, effective, comprehensive, and cost-effective wildfire management program in support of wildland fire and natural resource management objectives through coordinated planning and implementation.

DIVISION FMO, and other staff, as available, will work with the designated FPA staff to create wildfire suppression, pre-position, Quick Reaction Task Force (QRF) opportunities, communication strategies, and other activities needed to prepare all forces for wildfire response.

Fire Prevention

Both signatory parties will, to the extent possible, provide fire prevention programs targeted at the highest need in a fire year or general prevention messaging. The DIVISION and the FPA will work together to identify, prioritize and plan opportunities to prevent wildfires. (e.g., staff attendance for prevention education and outreach events, common public messaging, etc.). In addition, the FPA is encouraged to undertake joint prevention and mitigation activities in areas of mutual interest whenever practical.

Fire Restrictions

Both the FPA and the DIVISION retain the authority to implement fire restrictions or closures within their respective jurisdictions based on local conditions and operational judgment. While participation in the Nevada Fire Board's coordinated fire restriction messaging is encouraged, it is not mandatory. The DIVISION and the FPA will work together, when possible, to coordinate timing and public communication to promote consistency and clarity in statewide or regional messaging.

Prescribed Burning

Prescribed burning costs are not generally reimbursable under the WFPP agreement. However, prescribed fire and associated costs may be eligible for reimbursement when they are specifically identified, planned, and approved in a Supplemental Project Agreement (SPA) between the DIVISION and the FPA, and meet all applicable NWCG standards and burn plan requirements. Either party may provide resources at their sole discretion based upon availability.

Operations

Wildfire Suppression

The DIVISION will provide dispatching/mobilization services and support to local government FPA for mutual aid and extended attack wildfire response. All responding resources must be processed and recorded through the local interagency dispatch center and documented on RO's or corresponding documentation. All responding resources beyond the mutual aid period, shall be on an ABH basis, paid back to the time of dispatch and require RO's.

The FPA is required to utilize reasonable and available initial attack suppression forces within their purview prior to requesting Assistance by Hire (ABH) resources (aircraft, hand crews, and contracted vendors) within the mutual aid period. For purposes of this agreement the mutual aid period is 24 hours (initial dispatch to an incident through hour 24 by individual resource). Mutual aid resources are defined as: all agency engines, agency tenders, agency dozers and agency initial attack personnel. Resources exceeding the mutual aid period will be billed retroactively for the full period from the time of initial dispatch. Resources not exceeding the mutual aid period, even if the fire exceeds the mutual aid period, will not be reimbursed. ABH resources during mutual aid are billable. Resources that are not ABH and are not assigned beyond the mutual aid period will not be reimbursed. In the event of disagreement over the classification of ABH mutual aid resources or reimbursement responsibility, the matter will be reviewed jointly by the DIVISION and FPA, and may be elevated to the WFPP Review Committee for non-binding recommendation. Financial responsibility will not default to the FPA without mutual agreement or formal determination by the Division Director.

The DIVISION and the FPA will utilize the "closest forces" concept for all wildland fire responses. This concept dictates that the closest available, appropriate resources respond to initial attack fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of life and property. Beyond

initial attack, the "closest forces" concept is modified, and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire.

Under this agreement, the FPA has authority to fill requests outside of its jurisdiction within Nevada and out of state for federal wildland fire response mobilization. The DIVISION manages two wildfire suppression budget accounts: account 4193 for solely out of state fires and account 4196 for all in-state or cross-border incidents. The DIVISION will notify the FPA at least quarterly of the status of account 4193. If available funding for account 4193 falls below 25% of the budgeted allocation, the DIVISION will communicate the need for pre-approval on out-of-state deployments. If Account 4193 is depleted, the DIVISION will request suspension of out-of-state assignments under this agreements authority; however, the FPA retains the authority to mobilize under direct federal agreement or alternate cost-recovery arrangements, if available at the FPAs expense (not reimbursable by DIVISION). The FPA will initiate a bill in the FBS for all out-of-state assignments within 30 days of the resource's return to quarters. If additional time is needed, a written request for extension must be submitted to the DIVISION prior to the end of the 30-day period.

For FPA volunteer fire departments that do not have established personnel rates, the DIVISION will reimburse personnel time at \$20 per hour per individual, with a two-hour minimum per assignment. Equipment shall be reimbursed at the FPA's established FRA rates.

Disaster Declaration Mobilization / All Hazard

State, County, and Local government agencies can request "all hazard" assistance resources (in the form of a Request for Assistance (RFA) through the Nevada Department of Emergency Management (NDEM) once a disaster declaration has been made at the associated level (county and/or state declaration). Once an RFA has been made, NDEM will issue a mission assignment to the Emergency Operations Center-Emergency Support Function (ESF)-4-Fire (DIVISION is the primary coordinator of this function, FPA may assign and train staff to assist) for the requested resources. If the mission assignment is accepted, the ESF4 coordinator will fill the request through normal interagency dispatching procedures. Any order filled through this system, shall be submitted to NDEM first to be routed to the DIVISION.

Length of Assignment

When mobilized under this agreement, FPA personnel should be prepared for assignments of up to 14 days, excluding travel days. However, shorter assignment lengths may be implemented at the discretion of the FPA based on internal staffing policies, collective bargaining agreements, or operational constraints. If a shorter assignment is planned, the FPA shall notify the ordering agency and ensure documentation of the planned rotation. FPA staff shall be self-sufficient during travel status and must arrive with the necessary wildland gear for the assignment. Depending on the location of the incident, one or more days may be necessary for travel, increasing the total assignment time. Extensions or paid days off must follow SIIBM Chapter 10 guidance and include appropriate documentation for reimbursement.

Demobilization from Incident

During demobilization the Finance Section provides the FPA with original documentation required for reimbursement. This includes the original Incident Time Report OF-288 and OF-289 Property Loss or Damage Report. When OF-288's are not provided at the incident, original Crew Time Reports (CTR) SF-261 must be submitted for reimbursement.

Incident Management Teams

The FPA will notify the DIVISION Regional and State Duty Officers and the local interagency dispatch center of any wildland fire in their jurisdiction that exceeds the FPA's capacity and may require mobilization of an Incident Management Team (IMT). The DIVISION, together with the FPA, when possible, will participate

in a unified command role and actively participate as an Agency Administrator/Agency Representative on any wildland incident in a WFPP jurisdiction. Time spent by FPA personnel serving as an Agency Administrator or Agency Representative on incidents occurring within the WFPP jurisdiction shall be eligible for reimbursement, provided the assignment is documented in the incident action plan (IAP), ICS-203, resource order, or official assignment documentation.

Delegation of Authority

The FPA may issue a delegation of authority to the DIVISION to manage any wildfire within its jurisdiction. Regardless, the DIVISION and FPA must work together on all complex incidents that involve cost share agreements on any cost-related items. This includes participation from the DIVISION as an agency representative in all agency administrator meetings, cost share discussions, WFDSS discussions, IMT briefs, etc. Resources ordered during complex incidents involving cost share agreements must be mutually agreed upon by the DIVISION and FPA. Agreement may be documented via resource orders, ICS forms (such as the ICS-203 or ICS-204), or written communication between agency representatives. In cases where time-sensitive orders are made under urgent operational need, the ordering entity must notify the other party as soon as practical, and no later than 24 hours, to confirm cost responsibility. If disagreement arises over a specific resource or cost item, the matter shall be elevated to the DIVISION Regional FMO and the FPA Fire Chief (or designee) for resolution. If unresolved, it may be referred to the WFPP Review Committee for non-binding recommendation.

Decision Process / Wildfire Decision Support System (WFDSS)

The appropriate Agency Administrator(s) from the DIVISION and the FPA will be included in the WFDSS decision-making process when a wildfire involves federal jurisdiction or impacts lands under WFPP. If the FPA does not have WFDSS access or technical capability, the DIVISION or federal agency will provide a summary of the WFDSS analysis and decision rationale within 24 hours of entry. No WFDSS decision involving lands under FPA jurisdiction shall be finalized without reasonable effort to obtain input from the FPA, and any cost-related implications for the FPA must be discussed prior to finalization. The DIVISION agrees to assist FPAs in obtaining WFDSS training or guidance, as resources allow.

Preservation of Evidence and Fire Investigations

Evidence will be preserved in accordance with applicable Agency regulations and policies.

FPA and the DIVISION shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions, to the fullest extent possible. The FPA will request a wildland fire investigator through the resource ordering system for all fires which may warrant cost recovery actions or is suspicious in nature. The DIVISION and FPA shall collaborate to build fire investigation capacity through training opportunities, resource sharing, and development of qualified INVF personnel. The DIVISION agrees to provide technical support, guidance, or supplemental investigation resources when requested and available.

Cost Recovery

To support successful cost recovery, the DIVISION will coordinate with local District Attorney offices or, where appropriate, the Nevada Attorney General's Office to assist in case preparation and prosecution of human-caused fires. The DIVISION and FPA may also enter into a joint cost recovery agreement, when feasible, to pursue claims on behalf of the public.

Accident Investigations / Claims

Vehicles and equipment furnished under this agreement may be subjected to extreme environmental and/or strenuous operating conditions. These could include but are not limited to unimproved roads; steep, rocky,

hilly terrain; dust; heat; and smoky conditions. As a result, by entering into this agreement, the FPA agrees that what is considered wear and tear under this agreement is in excess of what the vehicle or equipment is subjected to under normal operations.

When an accident occurs involving a vehicle or equipment from an FPA during the response of wildfire, in or out of state, the FPA shall notify the DIVISION as soon as practical. The FPA shall initiate an investigation of the accident following the FPA policy and procedures. All claims must be properly reported and documented through the Finance Section at the incident. If a claim is made after returning to the home unit, the host agency of the incident where the resource was responding must approve the claim in writing. Depending on the type of claim, follow the Standards within Chapter 30 and 70 of the IIBMH. A supply RO and appropriate approval documentation is required to be provided by the FPA to the DIVISION prior to reimbursement. The DIVISION will reimburse the FPA for any repair or replacement of uninsured items and small equipment damaged or destroyed during fire suppression when approved by incident commander and a completed OF-289 Property Loss or Damage Report is submitted to the DIVISION. The DIVISION will reimburse any cost above the insurance reimbursed amount if deemed allowable. The DIVISION will not reimburse for loss or damage which is deemed to be negligence in an investigation or police report.

Fire Management Assistance Grant (FMAG)

The FPA will coordinate with the DIVISION Duty Officer or representative to complete the FMAG request checklist at the earliest sign the incident will grow to a qualifying event and/or into a major disaster. The FMAG request will contain a detailed list of all threatened resources prompting the request.

For FEMA Fire Management Assistance Grant (FMAG) billing, the DIVISION will serve as the lead agency for submission to FEMA. FPAs shall provide an initial estimated cost summary within 25 days of the fire being declared out. The FPA may request an extension to the DIVISION; however, the DIVISION can only approve if FEMA has approved an extension for the DIVISION. Updated estimates shall be submitted every 30 days thereafter until the final billing package is complete. The final billing package should be submitted within 90 days of the fire being declared out unless an extension is requested and approved in writing by the DIVISION.

Cost Share Agreement

The type of cost share methodology utilized will vary according to a great variety of environmental, resource, tactical, political, and other considerations. The following factors should be discussed to clarify how such factors will influence the ultimate selection of the cost share methodology for any given wildland fire:

- A wildfire spreads to a neighboring jurisdiction in a location where fire is not wanted.
- A jurisdiction chooses to accept or receive a wildland fire and manage it for multiple objectives.
- The fire that spreads to another jurisdiction is attributed to a strategic decision, versus environmental conditions (weather, fuels, and fire behavior) or tactical considerations (firefighter safety, resource availability) that preclude stopping the fire at jurisdictional boundaries.
- Amounts and types of resources used for specific portions or actions of the wildfire could be attributed to specific jurisdictions for cost-apportionment.
- Simplicity is desired by the cooperating agencies to cost-apportion evenly.

Examples of cost sharing methodologies may include, but are not limited to, the following:

- When a wildland fire that is being managed for multiple objectives spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction may be responsible for wildfire suppression costs.
- In those situations where weather, fuels or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries, cost share methodologies may include, but are not limited to:
 - o Each jurisdiction pays for its own resources fire suppression efforts are primarily on jurisdictional responsibility lands.
 - o Each jurisdiction pays for its own resources services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - o Cost share by percentage of ownership. (aka black acres)
 - o Cost is apportioned by geographic area or percent of effort. This method must be decided up front and all resources must be tracked daily to ensure accuracy of cost apportionment.
 - Reconciliation of daily costs (for larger, multi-day incidents). This method relies upon daily agreed to costs, using Incident Action Plans or other means to determine multi-agency contributions.

Billing Procedures

Only reasonable and prudent expenses incurred for wildland fire suppression and support activities will be eligible for reimbursement. To be allowable and reimbursable, these costs must meet the following conditions:

1. Cost Basis:

Expenses must reflect actual costs and be consistent with established rates on file with the DIVISION.

2. Jurisdiction:

Reimbursable activities must occur:

- a. Within the FPA's jurisdiction; or
- b. Under a cost-share agreement involving Federal Agencies on adjacent or co-managed lands.
- c. When on other agency jurisdictions when an FMAG has been approved; or
- d. When on other agency jurisdictions and the fire has gone beyond the mutual aid period and resources have been shared under other agreements.
- 3. Documentation Requirements:

Each reimbursable expense must be supported by one or more of the following documents:

- a. A valid RO,
- b. A NDEM Request for Assistance (RFA), or
- c. An official WildCAD incident record.
- 4. FPA Responsibilities:
 - a. It is the FPA's responsibility to secure proper authorizations from the incident.
 - b. FPAs participating under the DIVISION's WFPP must be registered FBS users.
 - c. All expenses must be submitted through the online FBS to be reimbursed.
 - d. It is the FPAs responsibility to track resources and costs associated with wildland fires, including the costs of resources assigned during the mutual aid period and to submit a complete package to the DIVISION for reimbursement.
- 5. Fire Tracking and Border Incidents:
 - a. Each fire is tracked individually using fire names, codes, reports, and function codes.
 - b. Fires occurring on Nevada lands but assigned out-of-state designators (border fires) will be reviewed on a case-by-case basis and may be included in state-level consolidated billing.
- 6. Billing and Cost Reconciliation Process:
 - a. The DIVISION is responsible for managing consolidated billing in FBS, including all agency and cost-share data.

- b. Each responding FPA must track and enter actual incident costs into FBS as they become available.
- c. Costs are subject to audit and verification. Disputes over cost shares, severability, or cost validity will be resolved via a cost adjudication meeting involving all billing entities.
- d. Once discrepancies are resolved, a final bill will be issued. Any post-reconciliation adjustments will be handled jointly by parties involved.

7. Billing Deadlines:

- a. Out of state fires (Account 4193)
 - i. FPA must begin an entry in FBS within 30 days following return to duty location.
 - ii. Complete billing packages must be submitted in FBS within 90 days, unless a written extension is requested and approved.
 - iii. FPA must request a written extension 30 days prior to the 90-day deadline. DIVISION will respond within 2 weeks of receipt with an affirmative with a new deadline or in denial.
- b. In state and border fires (Account 4196)
 - i. FPA must begin an FBS entry within 60 days of fire being declared out for all non-FMAG fires.
 - ii. FPA must begin an FBS entry within 30 days for all FMAG approved fires.
 - iii. FPA must submit a final billing package within 90 days unless an extension is approved in writing.
 - iv. FPA must request a written extension 30 days prior to the 90-day deadline. DIVISION will respond within 2 weeks of receipt with an affirmative with a new deadline or in denial.

For both in and out of state fires, bills submitted by the FPA with deficiencies will be rejected by the DIVISION in FBS and the DIVISION will notify the FPA of this action and the need for the FPA to remedy deficiencies. All deficiencies must be corrected and the bill resubmitted and accepted as adequate within the 90-day timeframe, unless there is a written, approved extension. For both in and out of state fires, the DIVISION will reimburse the FPA for wildland fire response within 180 days after receiving a final bill from the FPA so long as DIVISION funding is available. When funding is not available or exceeds the 180-day time frame the DIVISION will notify the FPA in writing that funds are insufficient with projected reimbursement timeframes.

Billing Content

The following items will be included as a minimum for each bill. Provide as a minimum on each invoice/bill:

- Agency name, address, phone number, and agency financial contact
- Invoice or bill number
- Agreement number
- Incident name and number
- Dates of the incident covered by the billing
- Appropriate fire code or charge code
- Summary cost data for the amount being billed or fully signed cost share split spreadsheet. Summary data may include but is not limited to, a list of personnel, travel, and equipment expenses; and a listing by vendor's name and amount spent on supplies and services procured with all appropriate backup (i.e., RO, SO, CTR/OF-288, etc.).

Generally, cost source documents will not be required unless summary cost data is disputed, there is an approved Fire Management Assistance Grant, or unless specific agency regulations require cost source documents. At times, supplemental information, summary data or additional billing documentation may be requested by the DIVISION and provided if agreed upon by the parties. Requests for additional

documentation or clarification to bills will be made electronically to the DIVISION at ndffirebilling@forestry.nv.gov.

Billing Rates / Fire Rate Agreement (FRA)

The FPA is required to develop a Fire Rate Agreement (FRA) and upload it into the Fire Billing System (FBS) and will be stored in FBS until updated by the FPA. The DIVISION's IBU staff are available by request to assist the FPA through the process using FBS. The FRA will identify all equipment available for fire assignments, set hourly rates, or daily rates and identify minimum and standard staffing levels for each piece of equipment. Minimum staffing levels identified should be in accord with those defined by NWCG standards, the NFPA standards, and the FPA's policies and procedures on initial attack. Changes to the FRA within FBS shall be reviewed and updated by the FPA, if necessary, by **July 1**, **annually**. Any FPA updates after this date must be communicated with the DIVISION as both parties will need to electronically sign within FBS in order for the equipment to be available for assignment and reimbursement.

Qualifying Expenses

Documented costs incurred as the result of an incident are reimbursable. All costs must be reasonable, allowable, and allocable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect. Qualifying expenses include, but are not limited to, the following:

- 1. Assistance by Hire (ABH) resources, including during mutual aid. ABH resources are aviation assets, hand crews, and contracted equipment. (see Wildfire Suppression section for more details).
- 2. Mobilization of state and local government task forces which are ordered by the DIVISION on high fire danger threat periods for quick initial attack.
- 3. FPA overhead personnel costs not specifically assigned to the incident such as a Fire Chief or Agency Administrator/Representative.
- Extended attack resources, approved ABH, services and supplies with a RO and/or Supply number provided by dispatch and/or incident.
- 5. Vehicles, equipment, and apparatus utilizing the established FBS billing rates based on actual operating costs either hourly or daily. The hourly rate is only reimbursed for the hours the vehicle or equipment is in use or in travel status. The FPA must update billing rates in Fire Billing Systems (FBS) annually for the FPA vehicles, equipment, and apparatus or they will be reimbursed at the current listed FBS billing rates available. FPA must delineate whether the FRA rates include fuel or not. If not, fuel is an allowable expense.
- 6. Incident Command Post set-up and operational costs.
- 7. Lodging, meals, and incidentals for assigned incident personnel will be reimbursed at the GSA conus rates established by the city and state of the incident location.
- 8. Transportation to/from the Incident for assigned resources.
- 9. Any repairs needed to vehicles or equipment from damage occurred during fire suppression with a formal FPA Incident investigation, IC approval and a completed OF-289 "Property Loss or Damage Report". (See guidance above in section, Accident Investigations / Claims)
- 10. Aircraft, airport fees, retardant and other fire chemical costs, airbase personnel and associated aviation support required as part of the approved response.
- 11. FPA costs of individuals either assigned to the incident, or station backfill, for salary, benefits, and overtime including premium pay when it is earned according to the policies, laws, and rules governing the employees of the FPA. The FPA can either request reimbursement for a responding resource or the backfill covering the responding resources' shift. In no case will both be reimbursed within the same response. Reimbursement for personnel costs must utilize the established billing

- rates based on actual operating costs. All bills will be submitted with time keeping documentation such as an OF-288, crew time report (CTR), or similar documentation that shows hours worked or hours the personnel participated in the incident.
- 12. Preposition/Severity assignments ordered by the DIVISION. Any other actions, including non-suppression, will require a supplemental agreement for any exchange of funding or resources.
- 13. Incident Management Team, mobilization, and support cost.
- 14. FPA's liability for Cost Share percentages.
- 15. Reimbursement for additional dispatching support personnel is allowable when requested via Resource Order (RO) or when documented as providing direct wildfire-related support through local 911 dispatch systems. For 911 dispatchers not assigned via RO, agencies must provide payroll documentation, incident logs, or other verifiable records (e.g., CAD reports, shift logs, overtime slips) that demonstrate the hours worked in direct support of wildfire incidents. Pre-coordination with the DIVISION is encouraged where possible.
- 16. Rental equipment will be reimbursed if requested by the incident and noted on the RO.
- 17. Crew roster changes must be initiated by the incident and have a RO or have documentation from the incident to be eligible for reimbursement.
- 18. Agency owned vehicles (AOV) and rental vehicles that are utilized to respond or accompany single resource personnel to incidents must be approved by the incident and listed on a RO to be eligible for compensation.
- 19. Fire suppression damage repair.
- 20. Administrative fees or fire invoice processing fees directly associated with administrative costs borne by the FPA in the processing of fire bills and/or providing wildfire suppression on an individual fire. This cost could be billed directly with backup associated with each line item (i.e., timesheets or bills directly associated with costs requested for reimbursement), or indirectly as a percentage of all administrative costs associated with the billing of the fires as a percentage of the total bills processed per year (i.e., two billing personnel and their associated operating costs spread across all bills that year). If the FPA charges indirectly for these costs, they must provide the DIVISION the backup methodology for the administrative/invoice processing fee. Inadequate backup or rates not tied directly to associated fire billing costs, will be sent to the review committee for final determination of eligibility.
- 21. FPA contracted vendor services, with proof of contract and entered into the direct vendor payment tab or included in FBS reimbursement. If entered in the direct vendor payment tab, the vendor must be notified by the FPA of the requirement to register with the State of Nevada Controllers Office. If the vendor refuses or is unable to sign up, the FPA is responsible for paying first and seeks reimbursement from the DIVISION.

Non-Qualifying Expenses

Non-qualifying expenses include, but are not limited to:

- 1. Costs submitted outside of FBS.
- 2. Bills submitted outside of the 90 days following the return to the Home Unit without written extension approval.
- 3. Mutual aid costs other than ABH.
- 4. Resources demobilized before the end of the mutual aid period, even if the fire exceeds the mutual aid period.
- 5. FPA vehicle or equipment repair/maintenance costs that are not associated with identified wildland fire response or considered normal wear and tear.
- 6. Negotiated indirect cost rate agreements (NICRA) or other indirect rates that include general agency operations outside fire billing or direct association with fire suppression (as outlined above in Qualifying Expenses).

- 7. Non-expendable (non-consumable) accountable property, such as fax machines, and mobile air conditioners.
- 8. Claims and award payments from legal actions.
- 9. Interest and indemnities payments from legal actions.
- 10. FPA fire rehabilitation beyond suppression damage repair.
- 11. Any expense incurred for activities outside of a wildfire incident without a supplemental project agreement, separate agreement, or other appropriate written document, executed by the authorized signatories of the involved parties within their legal authorities.
- 12. Crew roster changes or rotations of individuals, vehicles, rentals, airfares, and supplies not approved by the incident.
- 13. Escaped prescribed burn costs of FPA.

East Fork Fire Protection District

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action regarding the purchase of G2 Fire Station Alerting System from US Digital Designs or USDD (Honeywell) to include (station control units, touch screen displays, network switches, dorm room remotes, ramp up lighting and speakers, and associated hardware) at all five career staffed stations at the cost of \$258,590.75 not including associated install cost. (Larry Goss, Deputy Fire Chief, Business Operations)
- 2. Recommended Motion: Motion to approve the purchase of G2 Fire Station Alerting System from US Digital Designs or USDD (Honeywell) to include (station control units, touch screen displays, network switches, dorm room remotes, ramp up lighting and speakers, and associated hardware) at all five career staffed stations at the cost of \$258,590.75 not including associated install cost.

3. Funds Available: Yes Amount: \$258,590.75

Fund Name: General Fund Account Number: 562.200

4. Prepared by: Larry Goss, Deputy Fire Chief, Business Operations

5. Meeting Date: August 19, 2025 Time Required: NA

6. Agenda: Consent

7. <u>Background Information</u>: After soliciting proposals, Douglas County 911 Emergency Communications, along with East Fork Fire Protection District and Tahoe Douglas Fire Protection District, conducted a comprehensive evaluation of four station alerting system vendors to determine the best fit for operational, technical, and financial needs across all three agencies.

After the initial evaluation and board approval to proceed with Purvis, further technical review and due diligence were conducted to ensure the best long-term solution for Douglas County's emergency communications infrastructure. Based on this more indepth analysis, it is now recommended that the contract be awarded to US Digital Designs (USDD), a Honeywell company, in place of Purvis.

While Purvis offered a lower initial and annual cost, those savings came with trade-offs in critical areas such as system reliability, cybersecurity practices, vendor transparency, and long-term support. In contrast, USDD demonstrated superior technical expertise, professionalism, and commitment to cybersecurity best practices. They provided extensive technical documentation, robust disaster recovery plans, and clear security standards—setting a higher standard in vendor accountability.

USDD manufactures its own hardware in the United States, which improves quality control, simplifies support, and enhances long-term reliability. Their 20 plus year track record, with no lost customers, illustrates an unmatched level of customer satisfaction.

Additionally, their 24/7/365 support model and clearly defined escalation procedures provide reassurance to both IT and fire personnel.

While the initial cost with USDD is \$258,590.75, plus installation charges (expected to be consistent with previous estimates), the long-term value—reduced risk of system failure, enhanced cybersecurity, and a stronger vendor partnership—makes USDD a clear strategic choice for the future.

Fire Station Alerting System Impacts on Operations:

- Reduced dispatch processing times
- Reduced station turnout times
- Improved situational awareness
- Improved responder health and wellness

Douglas County Needs/Solutions:

- Modern, IP-based system
- Automated alerting via Motorola Flex CAD
- Alerts sent over Conventional VHF radio (2-tone & automated voice) for 3 fire departments
- IP alerting to stations for 2 fire departments (approximately 10 stations)
- Heart-healthy in-station alerting (ramped audio and lighting)
- Flexible and expandable alerting device options

Agenda Item # 3M



Quotation to:

Minden, NV East Fork Fire Protection District

Project:

G2 Fire Station Alerting System

Five (5) Station Systems

Proposal number:

NV_EFRK007

Revision #

2

Pricing pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba NPPgov - Contract #P\$20350. More information available at: https://nppgov.com/contract/honeywell/

East Fork Fire Protection District is a member: M-5694203

Quote Date:

27-May-2025

Quote Expires:

25-Aug-2025

By:

Sheryl Wagner (dmg)

Sr. Territory Manager

US Digital Designs, Inc.

1150 W Grove Pkwy St #110

Tempe, AZ 85283

(253)-303-3021

Sheryl.Wagner@honeywell.com

stationalerting.com

Installation by:

E1 Audiovisual Technologies

This proposal is subject to corrections due to errors or omissions

QUOTE

1150 W Grove Pkwy St #110 Tempe, Arizona 85283

877-551-8733 tel 480-290-7892 fax

DATE: Expires: 5/27/2025 8/25/2025

Quote SUBMITTED TO:

Minden, NV

East Fork Fire Protection District

REF PROPOSAL

NV_EFRK007 v2 STATION-LEVEL

STATION 01

Unit	Mfr	Qty	Part No.	Description	U	S List Unit	QI	UOTE UNIT	QUO	OTE EXT
Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$	1,433.25	\$	1,289.93	\$	1,289.93
Ea/Yı	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$	15.00	\$	13.50	No	Charge

 		_	TROLLER				111100011	
Unit	Mfr	Qty	Part No.	Description	US List Unit	. (QUOTE UNIT	QUOTE EXT
Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$	20,945.25	\$ 20,945.25
Ea	TBD	1	UPS-STD	ATX UPS, Standard	\$ 1,017.64	\$	915.88	\$ 915.88
Ea	TBD	1	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	\$ 77.25	\$	69.53	\$ 69.53

Unit	Mfr	Qty	Part No.	Description	US List Unit	Q	UOTE UNIT	QUOTE EXT
Ea	USDO	1	LUSTION CONSTANT	G2 LCD MESSAGE SIGN 28" Active Screen width / Configurable display	\$ 3,000.00	\$	2,700.00	\$ 2,700.00
Ea	TBD	1	MS-MNT	MS Mount - Articulating, Long reach	\$ 390.00	\$	351.00	\$ 351.00
Ea	USDD	3	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$	336.60	\$ 1,009.80
Ea	USDD	1	I SPK-STU-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	\$ 132.30	\$	119.07	\$ 119.07
Ea	USDD	1	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$	336.38	\$ 336.38

Unit	Mfr	Qty	Part No.	Description	US List Unit	Q	UOTE UNIT	QUOTE EXT
Ea	USDD	1	ST-INST	Station Installation by E1 Audiovisual Technologies	\$ 28,357.68	\$	25,521.91	\$ 25,521.91
Ea	USDO	1	ST-SU	Station Configuration & Start-Up	\$ 3,055.56	\$	2,750.00	\$ 2,750.00
Ea	USDD	1	ST-PM	Station Project Management	\$ 1,666.67	\$	1,500.00	\$ 1,500.00
Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 833,33	\$	750.00	\$ 750.00

STA	ATIO	N SY	STEM	WAR	RANTY & OPTI	ONAL RECURRING ANNUAL SUPPORT				
		Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
		YR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 5,409.12	\$ 4,868.21	no charge	

STATION 01	System:	\$ 58,258.73
	Shipping:	\$ 482.00
	Warranty & Support:	\$
	Estimated Tax:	\$. = \(•)
	STATION SUBTOTAL:	\$ 58,740.73

QUOTE

1150 W Grove Pkwy St #110 Tempe, Arizona 85283

877-551-8733 tel 480-290-7892 fax

DATE: Expires: 5/27/2025 8/25/2025

Quote SUBMITTED TO: Minden, NV

East Fork Fire Protection District

REF PROPOSAL

NV_EFRK007 v2

STATION-LEVEL

STATION 04

Unit	Mfr	Qty	Part No.	Description	U	S List Unit	Q	UOTE UNIT	QUOTE EXT
Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$	1,433.25	\$	1,289.93	\$ 1,289.93
Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$	15.00	\$	13.50	No Charge

Unit	Mfr	Qty	Part No.	Description	US List Unit	C	QUOTE UNIT	100000	QUOTE EXT
Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$	20,945.25	s	20,945.25
Ea	TBD	1	UPS-STD	ATX UPS, Standard	\$ 1,017.64	\$	915.88	\$	915.88
Ea	TBD	1	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	\$ 77.25	s	69.53	\$	69.53

Unit	Mfr	Qty	Part No.	Description	U	IS List Unit	q	UOTE UNIT	- 0	UOTE EXT
Ea	USDD	2	TV-R	G2 HDTV REMOTE (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	\$	1,121.50	\$	1,009.35	\$	2,018.70
Ea	USDD	2	MR-2	G2 MESSAGE REMOTE 2 Module	\$	1,753.75	\$	1,578.38	\$	3,156.75
Ea	USDD	2	USDD-LCD-SIGN	G2 LCD MESSAGE SIGN 28" Active Screen width / Configurable display	\$	3,000.00	\$	2,700.00	\$	5,400.00
Ea	TBD	1	MS-MNT	MS Mount - Articulating, Long reach	\$	390.00	\$	351.00	\$	351.00
Ea	USDD	4	RR-2	G2 ROOM REMOTE 2 Module	\$	2,275.35	\$	2,047.82	\$	8,191.26
Ea	USDD	4	I SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$	374.00	\$	336.60	\$	1,346.40
Ea	USDD	2	SPK-OAS	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	\$	1,575.00	\$	1,417.50	\$	2,835.00

Unit	Mfr	Qty	Part No.	Description	JS List Unit	Q	UOTE UNIT	100	QUOTE EXT
Ea	USDD	1	ST-INST	Station installation by E1 Audiovisual Technologies	\$ 28,357.68	\$	25,521.91	\$	25,521.91
Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 3,055.56	\$	2,750.00	\$	2,750.00
Ea	USDD	1	ST-PM	Station Project Management	\$ 1,666.67	\$	1,500.00	\$	1,500.00
Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 833.33	\$	750.00	\$	750.00

STATI	ON SY	STEM	WAR	RANTY & OPTI	ONAL RECURRING ANNUAL SUPPORT				
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 7,496.10	\$ 6,746.49	no charge	

77,041.60	\$ System:	STATION 04
690.00	\$ Shipping:	
	\$ Warranty & Support:	
	\$ Estimated Tax:	
77,731.60	\$ STATION SUBTOTAL:	

QUOTE

1150 W Grove Pkwy St #110 Tempe, Arizona 85283

877-551-8733 tel 480-290-7892 fax DATE:

5/27/2025 8/25/2025

Quote SUBMITTED TO: Minden, NV

East Fork Fire Protection District

Expires:

REF PROPOSAL

NV_EFRK007 v2

STATION-LEVEL

STATION 07

Unit	Mfr	Qty	Part No.	Description	U	S List Unit	QL	JOTE UNIT	QUOTE EXT
Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$	1,433.25	\$	1,289.93	\$ 1,289.93
Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$	15.00	\$	13.50	No Charge

Uni	Mfr	Qty	Part No.	Description	US List Unit	q	QUOTE UNIT		QUOTE UNIT		QUOTE EXT
Kil	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$	20,945.25	\$	20,945.25		
Ea	TBD	1	UPS-STD	ATX UPS, Standard	\$ 1,017.64	\$	915.88	\$	915.88		
Ea	TBD	1	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	\$ 77.25	\$	69.53	\$	69.53		

Unit	Mfr	Qty	Part No.	Description	L	JS List Unit	Q	UOTE UNIT	-	QUOTE EXT
Ea	USDD	1	TV-R	G2 HDTV REMOTE (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	\$	1,121.50	\$	1,009.35	\$	1,009.35
Ea	USDD	2	MR-2	G2 MESSAGE REMOTE 2 Module	\$	1,753.75	\$	1,578.38	\$	3,156.75
Ea	USDD	1	USDD-LCD-SIGN	G2 LCD MESSAGE SIGN 28" Active Screen width / Configurable display	\$	3,000.00	\$	2,700.00	\$	2,700.00
Ea	USDD	3	MS-G-S	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSIgn / 24* Active Screen Width	\$	1,575.00	\$	1,417.50	\$	4,252.50
Ea	TBD	1	MS-MNT	MS Mount - Articulating, Long reach	\$	390.00	\$	351.00	\$	351.00
Ea	USDD	7	RR-2	G2 ROOM REMOTE 2 Module	\$	2,275.35	\$	2,047.82	\$	14,334.71
Ea	USDD	7	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$	374.00	\$	336.60	\$	2,356.20
Ea	USDD	2	SPK-OAS	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	\$	1,575.00	\$	1,417.50	\$	2,835.00
Ea	USDD	4	STR-2	G2 Strobe Light / Red LED	S	661.50	2	595.35	\$	595.3

ATION SY	STEM	SERV	ICES		100				
Unit	Mfr	Qty	Part No.	Description	torille social	J\$ List Unit	TINU STOUC	QUOTE EXT	
Ea	USDD	1	ST-INST	Station installation by E1 Audiovisual Technologies	\$	28,839.84	\$ 25,955.86	\$ 25,955.86	I
Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$	3,055.56	\$ 2,750.00	\$ 2,750.00	
Ea	USDD	1	ST-PM	Station Project Management	\$	1,666.67	\$ 1,500.00	\$ 1,500.00	
Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$	833.33	\$ 750.00	\$ 750.00	

	STATIC	N SY	STEM	WAR	RANTY & OPTION	ONAL RECURRING ANNUAL SUPPORT				
ı		Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
		YR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 8,417.41	\$ 7,575.67	no charge	

STATION 07	System:	\$ 85,767.29
	Shipping:	\$ 830.00
	Warranty & Support:	\$
	Estimated Tax:	\$
	STATION SUBTOTAL:	\$ 86,597.29

QUOTE

1150 W Grove Pkwy St #110 Tempe, Arizona 85283

877-551-8733 tel 480-290-7892 fax

DATE:

5/27/2025 8/25/2025

Quote SUBMITTED TO: Minden, NV

East Fork Fire Protection District

Expires: 8

REF PROPOSAL

NV_EFRK007 v2

STATION-LEVEL

STATION 12

Unit	Mfr	Qty	Part No.	Description	U	S List Unit	QI	JOTE UNIT	QUOTE EXT
Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$	1,433.25	\$	1,289.93	\$ 1,289.9
Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$	15.00	\$	13.50	No Charge

STATIO	N SY	STEM	CON.	TROLLER		w			1000			
10 10	Unit	Mfr	Qty	Part No.	Description		US List Unit	C	QUOTE UNIT		QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$	23,272.50	\$	20,945.25	\$	20,945.25	
	Ea	TBD	1	UPS-STD	ATX UPS, Standard	\$	988.00	\$	889.20	\$	889.20	
	Ea	TBD	1	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	\$	77.25	\$	69.53	\$	69.53	

Unit	Mfr	Qty	Part No.	Description	L	JS List Unit	Q	UOTE UNIT		QUOTE EXT
Ea	USDD	2		G2 HDTV REMOTE (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	\$	1,121.50	\$	1,009.35	\$	2,018.70
Ea	USDD	1	MR-2	G2 MESSAGE REMOTE 2 Module	\$	1,753.75	\$	1,578.38	\$	1,578.38
Ea	USDD	4	USDD-LCD-SIGN	G2 LCD MESSAGE SIGN 28" Active Screen width / Configurable display	\$	3,000.00	\$	2,700.00	\$	10,800.00
Ea	TBD	1	MS-MNT	MS Mount - Articulating, Long reach	\$	390.00	\$	351.00	\$	351.00
Ea	USDD	6	RR-2	G2 ROOM REMOTE 2 Module	\$	2,275.35	\$	2,047.82	\$	12,286.89
Ea	USDD	6	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$	374.00	\$	336.60	\$	2,019.60
Ea	USDD	1	SPK-OAS	G2 SPEAKER - OmnIAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	\$	1,575.00	\$	1,417.50	\$	1,417.50
Ea	USDD	1	STR-2	G2 Strobe Light / Red LED	\$	661.50	\$	595.35	2	595.35

Unit	Mfr	Qty	Part No.	Description	US List Unit	= (QUOTE UNIT	QUOTE EXT
Ea	USDD	1	ST-INST	Station Installation by E1 Audiovisual Technologies	\$ 28,796.34	\$	25,916.71	\$ 25,916.71
Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 3,055.56	\$	2,750.00	\$ 2,750.00
Ea	USDD	1	ST-PM	Station Project Management	\$ 1,666.67	\$	1,500.00	\$ 1,500.00
Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 833.33	\$	750.00	\$ 750.00

S	TATIC	N SYS	STEM	WAR	RANTY & OPTI	ONAL RECURRING ANNUAL SUPPORT			
		Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT
		YR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 8,356.29	\$ 7,520.66	no charge

STATION 12	System:	\$ 85,178.02
	Shipping:	\$ 783.00
	Warranty & Support:	\$
	Estimated Tax:	\$
	STATION SUBTOTAL:	\$ 85,961.02

QUOTE

1150 W Grove Pkwy St #110 Tempe, Arizona 85283

877-551-8733 tel 480-290-7892 fax

DATE:

5/27/2025

Quote SUBMITTED TO:

Minden, NV East Fork Fire Protection District Expires:

8/25/2025

NV EFRK007 v2

STATION-LEVEL

STATION 14

Unit	Mfr	Qty	Part No.	Description	US List Unit		Q	DOTE UNIT	QUOTE EXT	
Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$	1,433.25	\$	1,289.93	\$ 1,289.93	
Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$	15.00	\$	13.50	No Charge	

Unit	Mfr Qty		Part No.	Description		US List Unit		QUOTE UNIT		QUOTE EXT	
Kit	USDO	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$	23,272.50	\$	20,945.25	\$	20,945.25	
Ea	TBD	1	UPS-STD	ATX UPS, Standard	\$	988.00	\$	889.20	\$	889.20	
Ea	TBD	1	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	\$	77.25	\$	69.53	\$	69.53	

Unit	Mfr	Qty	y Part No.	Description		US List Unit		QUOTE UNIT		QUOTE EXT	
Ea	USDD	2	I IV-K	G2 HDTV REMOTE (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	\$	1,121.50	\$	1,009.35	\$	2,018.70	
Ea	USDD	1	MR-2	G2 MESSAGE REMOTE 2 Module	\$	1,753.75	\$	1,578.38	\$	1,578.38	
Ea	USDD	3	LUSDOJI COZSIGNI	G2 LCD MESSAGE SIGN 28" Active Screen width / Configurable display	\$	3,000.00	\$	2,700.00	\$	8,100.00	
Ea	TBD	1	MS-MNT	MS Mount - Articulating, Long reach	\$	390.00	\$	351.00	\$	351.00	
Ea	USDD	4	RR-2	G2 ROOM REMOTE 2 Module	\$	2,275.35	\$	2,047.82	\$	8,191.26	
Ea	USDD	4	SPK-LED-EM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$	374.00	\$	336.60	\$	1,346.40	
Ea	USDO	1		G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	\$	1,575.00	\$	1,417.50	\$	1,417.50	
Ea	USDD	1	STR-2	G2 Strobe Light / Red LED	\$	661.50	s	595,35	\$	595.3	

Unit	Mfr	Qty	Part No.	Description	9000	US List Unit		QUOTE UNIT		QUOTE EXT	
	USDD	1	ST-INST	Station Installation by E1 Audiovisual Technologies	\$	28,401.68	\$	25,561.51	\$	25,561.51	
Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$	3,055.56	\$	2,750.00	\$	2,750.00	
Ea	USDD	1	ST-PM	Station Project Management	\$	1,666.67	\$	1,500.00	\$	1,500.00	
Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$	833.33	\$	750.00	\$	750.00	

STATIO	STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT		
	YR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 7,526.42	\$ 6,773.77	no charge		

stem: \$ 77,353.9	Syster	STATION 14
ping: \$ 684.0	Shippir	
pport: \$ -	Warranty & Suppo	
Tax: \$ -	Estimated Ta	
OTAL: \$ 78,037.9	STATION SUBTOTA	

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
- 04 Installation warranted by installation contractor G2 FSAS warranted, serviced and supported by USDD.
- 05 Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed included or budgeted for in this proposal.
- 09 USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 All electrical power, including (but not limited to) raceway conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

QUOTE

1150 W Grove Pkwy St #110 Tempe, Arizona 85283

877-551-8733 tel

480-290-7892 fax

DATE:

5/27/2025

Expires:

8/25/2025

Quote SUBMITTED TO:

Minden, NV

East Fork Fire Protection District

REF PROPOSAL

NV_EFRK007 v2

Section Totals

STATION	-LEVEL SUBTOTAL	387,068.63
Includes:	STATION 01 SYSTEM:	58,740.73
	STATION 01 WARRANTY & SUPPORT:	
	STATION 01 ESTIMATED TAX:	-
includes:	STATION 04 SYSTEM:	77,731.60
	STATION 04 WARRANTY & SUPPORT:	
	STATION 04 ESTIMATED TAX:	
Includes:	STATION 07 SYSTEM:	86,597.29
	STATION 07 WARRANTY & SUPPORT:	
	STATION 07 ESTIMATED TAX:	
Includes:	STATION 12 SYSTEM:	85,961.02
	STATION 12 WARRANTY & SUPPORT:	
	STATION 12 ESTIMATED TAX:	
Includes:	STATION 14 SYSTEM:	78,037.99
	STATION 14 WARRANTY & SUPPORT:	
	STATION 14 ESTIMATED TAX:	

US Digital Designs System Total: \$ 387,068.63

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

TERMS AND CONDITIONS OF USDD PRODUCT SALES

These U.S. Digital Designs, Inc. terms and conditions of sale ("Terms and Conditions") are effective March 1, 2022 (the "Terms and Conditions Effective Date"), and supersede all prior versions covering the sale of products and related services (collectively, "Products", as defined more specifically below) by U.S. Digital Designs, Inc. ("USDD"). References to "Customer", "you", or "your" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the "Agreement") set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

ORDERS. Orders (including any revised and follow-on orders) (each, an "Order") for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD's written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer's Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD's acceptance of Customer's Order is expressly conditioned upon Customer's assent to the terms and conditions contained herein in their entirety. Customer's acceptance of delivery from USDD constitutes Customer's acceptance of these terms and conditions in their entirety.

REMITTANCES. All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

QUOTE PRICING. This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

PAYMENT.

- 4.1. Invoicing & Payment. USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. Payment Disputes. Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoice are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. No Set Off. Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. Credit Card Payments. All USDD quotes are developed for the Customer with the understanding the eventualary purchase of the Products listed thereon willwould be facilitated usingsubject to USDD's standard Purchase Order and Invoice process. If Ccustomer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

SURCHARGES.

5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD's costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, "Surcharges"). Such Surcharges will not be considered a "price increase" as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

CANCELLATION AND SUSPENSION. Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

TAXES. USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

SHIPPING/DELIVERY/RISK OF LOSS.

- 8.1. Delivery Liability. Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. Future Delivery and Repricing. USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. Storage Fees. If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. Title & Risk of Loss. Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

9.1. Product Warranty Terms. Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from the date of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

9.2. Product Defects. If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.

9.3. Procedure for Warranty Claims.

- 9.3.1. Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at http://stationalerting.com/home/about-usdd/contact-usdd/. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 9.3.2. Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated withof, shipping any Product to USDD for repairthe same. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.
- 9.4. Return Material Authorization Process. If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.
- 9.5. No Fault Found. USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.

9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.

- 9.6.1. USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free, USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.
- **9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.
- **9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.
- 9.6.4. USDD cannot warrant nor support any system not using USDD-approved Uninteruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updatres or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

SOFTWARE PRODUCTS. All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "Software") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "License"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

REMOTE ACCESS TO THE SYSTEM.

- 14.1. Remote Access. USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. Alternative to Network Access. If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. Timely Access. Customers much ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. Physical Security Tokens. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

GOVERNING LAW. This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

DISPUTE RESOLUTION/ARBITRATION. Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

FORCE MAJEURE. Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

ACCEPTANCE OF TERMS. This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

SEVERABILITY. In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

WAIVER. The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

NO JOINT VENTURE. The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

East Fork Fire Protection District

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Presentation Only. Budget Summary for month ending July 2025. (Julie Andress, Director of Finance/CFO) 5 minutes.
- 2. Recommended Motion: For Presentation Only. No motion or action is necessary.

3. Funds Available: Yes Amount: NA

Fund Name: General Fund Account Number: Various

4. Prepared by: Julie Andress, Director of Finance/CFO

5. Meeting Date: August 19, 2025 Time Required: 5 minutes

6. Agenda: Administrative Agenda

7. Background Information: Attached is the Budget Summary for the period noted above.

Agenda Item #4



650--Operations Fund

East Fork Fire Protection District Budget Performance Report 8 % of Year Elapsed

	Amended Budget	Year To Date 07/31/2025			
	Amended Budget	Year to Date Actual	Remaining budget	% Used	% Remaining
Fund 650 - Operations					
Revenue					
Taxes	13,539,940.00	0.00	13,539,940.00	0 %	100 %
Intergovernmental Revenue	4,107,319.00	97,293.30	4,010,025.70	2 %	98 %
Charges For Services	4,911,945.00	47,528.21	4,864,416.79	1 %	99 %
Miscellaneous Revenue	315,685.00	609.00	315,076.00	0 %	100 %
Other Financing Sources	5,000.00	0.00	5,000.00	0 %	100 %
Beg. Fund Bal./Reserves	6,093,825.00	0.00	6,093,825.00	0 %	100 %
Total Revenues	28,973,714.00	145,430.51	28,828,283.49	1 %	99 %
Expenses - All (Fund 650)					
Dept 231 - Administration					
Expenses - Salary, Wages & Benf					
Salaries & Wages	10,889,617.00	749,216.72	10,140,400.28	7 %	93 %
Employee Benefits	8,059,207.00	573,586.94	7,485,620.06	7 %	93 %
Total - Salary, Wages & Benf	18,948,824.00	1,322,803.66	17,626,020.34	7 %	93 %
Service & Supplies	382,632.00	14,252.03	368,379.97	4 %	96 %
Total Dept 231 - Administration	(19,331,456.00)	(1,337,055.69)	(17,994,400.31)	7 %	93 %
Dept 232 - Fire Prevention					
Service & Supplies	23,250.00	75.00	23,175.00	0 %	100 %
Total Dept 232 - Fire Prevention	(23,250.00)	(75.00)	(23,175.00)	0 %	100 %
Dept 235- Training					
Service & Supplies	115,000.00	19,201.62	95,798.38	17 %	83 %
Total Dept 235 - Training	(115,000.00)	(19,201.62)	(95,798.38)	17 %	83 %
Dept 251 - Suppression					
Service & Supplies	2,840,515.00	426,785.00	2,413,730.00	15 %	85 %
Expenses - Capital Outlay/Projects	3,019,820.00	242,140.00	2,777,680.00	8 %	92 %
Total Dept 251- Suppression	(5,860,335.00)	(668,925.00)	(5,191,410.00)	11 %	89 %
Dept 297 - Debt Service					
Service & Supplies	448,545.00	0.00	448,545.00	0 %	100 %
Total Dept 297 - Debt Service	(448,545.00)	0.00	(448,545.00)	0 %	100 %
Other Financing Uses	(334,653.00)	0.00	(334,653.00)	0 %	100 %
Ending Fund Bal/Reserve	2,860,475.00	0.00	2,860,475.00	0 %	100 %
Total Expenses - All (Fund 650)	28,973,714.00	2,025,257.31	26,948,456.69	7 %	93 %
Total Fund 650 - Operations	0.00	(1,879,826.80)	1,879,826.80	0 %	0 %

East Fork Fire Protection District

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action to accept the donation of \$3,925 from Bruce Cable, C.P.A., A.P.C., to dedicate the funds to iPad charging and mounting equipment, to outfit brush trucks and to authorize a letter of appreciation from the Board President. (Aaron Leising, Captain) 5 minutes.
- 2. Recommended Motion: Motion to accept the donation of \$3,925 from Bruce Cable, C.P.A., A.P.C., to dedicate the funds to iPad charging and mounting equipment, to outfit brush trucks and to authorize a letter of appreciation from the Board President.

3. Funds Available: NA Amount: \$3,925

Fund Name: General Fund Account Number: 367.102

4. **Prepared by:** Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 Time Required: 5 minutes

6. Agenda: Administrative Agenda

7. <u>Background Information</u>: On July 16, 2025, the District received a \$3,925 donation from Bruce Cable, C.P.A, A.P.C. Battalion Chief Matt Kruse and Captain Aaron Leising identified an opportunity to enhance the capabilities of the District's Type 3 engines by equipping them with iPads. These devices will provide responding crews with immediate access to critical information during wildland fire incidents, improving situational awareness and decision-making in the field.

The proposed project matched the amount of Mr. Cable's donations, and the necessary equipment has been purchased to implement this improvement. The District extends its sincere appreciation to Mr. Cable for his generous support of our mission and commitment to community safety.

The administration recommends that the donation be dedicated to iPad equipment. The District is most grateful for this donation.

Agenda Item #5



EAST FORK FIRE PROTECTION DISTRICT

1694 County Road Minden, Nevada 89423 (775) 782-9040

August 19, 2025

Bruce L. Cable, C.P.A., A.P.C PO Box 6840 Stateline, NV 89449-6840

Dear Bruce,

On behalf of the East Fork Fire Protection District, we would like to extend our sincere gratitude for your very generous donation of \$3,925.

At your request, these funds will be dedicated specifically to purchasing iPad charging and mounting equipment for outfitting the District's Brush Trucks. This investment will directly support our crews in the field, enhancing efficiency, communication, and safety during emergency operations.

Bruce, your generosity and thoughtfulness mean a lot to us. Your support is not only deeply appreciated today, but it will continue to make a difference for years to come. The East Fork Fire Protection District Board of Directors and our entire staff are truly grateful and will always remember your contribution.

Sincerely,

John Bellona
District Fire Board President
East Fork Fire Protection District

cc: file

East Fork Fire Protection District

AGENDA ACTION SHEET

- 1. <u>Title:</u> For Possible Action. Discussion and possible action to approve a five-year Lease Agreement, commencing September 1, 2025 through September 1, 2030, between the East Fork Fire Protection District and East Fork Professional Firefighters, IAFF Local 3726, for the use of the top floor of the building located at 1604 US Hwy 395, Minden, Nevada, at a monthly rental rate of \$850, and to authorize the District Fire Chief to execute the agreement. (Alan Ernst, District Fire Chief) 10 minutes.
- 2. Recommended Motion: Motion to approve a five year Lease Agreement, commencing September 1, 2025 through September 1, 2030, between the East Fork Fire Protection District and East Fork Professional Firefighters, IAFF Local 3726, for the use of the top floor of the building located at 1604 US Hwy 395, Minden, Nevada, at a monthly rental rate of \$850, and to authorize the District Fire Chief to execute the agreement.

3. Funds Available: NA Amount: \$10,200 (Yearly)

Fund Name: General Fund **Account Number**: 362.100

4. Prepared by: Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 Time Required: 10 minutes

6. Agenda: Administrative Agenda

7. Background Information: The East Fork Fire Protection District is the owner of the property located at 1604 US Hwy 395, Minden, Nevada. The District has negotiated a Lease Agreement with East Fork Professional Firefighters, IAFF Local 3726, for use of the top floor of the building. The area to be leased is not useful to the District and cannot be commercially leased due to a reversionary clause in the deed by which the District acquired the property. The District has determined premises have little fair market value because of the location, the District's use of the rest of the building as a fire house and the deed restriction. The District has determined that rent exceeds fair market value.

The lease provides the Tenant with office space and related facilities for union business purposes. The agreement outlines the rental terms, maintenance responsibilities, and other provisions governing the landlord-tenant relationship.

Agenda Item # 6

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (hereinafter "LEASE"), made and entered into this first day of September, 2025, by and between the East Fork Fire Protection District, an independent special district, a political subdivision of the State of Nevada ("LANDLORD") and East Fork Professional Firefighters International Associations of Firefighters Local 3726, ("TENANT").

1. PREMISES

LANDLORD is the owner of a certain piece of real property located at 1604 US Hwy 395, Minden, Nevada 89423, including specifically the top floor of the building located at that address (THE "PREMISES"). In consideration of the mutual promises, covenants and conditions herein set forth, LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD the PREMISES.

2. TERM

2.1 Term.

The term of this Lease shall be for a period of five (5) years commencing on September 1, 2025 and ending on September 1, 2030 ("Termination Date"), unless sooner terminated or extended as provided herein. However, either party may terminate this COMMERCIAL LEASE at any time upon sixty (60) days written notice to the other party.

2.2 Option to Extend.

Provided that TENANT is not in default, TENANT shall have the option to extend the term of the LEASE for one (1) year following the expiration of the Term. To exercise the option to extend this Lease, TENANT shall give LANDLORD written notice at least sixty (60) days prior to the then-current Termination Date.

2.3 Termination.

Following termination, TENANT hereby waives notice to vacate or quit the PREMISES and agrees that LANDLORD shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the PREMISES from a TENANT holding over to the same extent as if statutory notice had been given. TENANT hereby agrees that if it fails to surrender the PREMISES upon termination, TENANT will be liable to LANDLORD for any and all damages which LANDLORD shall suffer by reason thereof.

3. RENT

3.1 Rent Amount.

TENANT shall pay to LANDLORD at the East Fork Fire District Office, or to such other person or such other place as LANDLORD may designate, Rent in the amount of Eight Hundred and 50/100 Dollars (\$850.00) per month, inclusive of the flat rate payment for utilities set forth in paragraph 8 below, commencing on September 1, 2025 ("RENT COMMENCEMENT DATE").

3.2 Rent Payment.

Upon execution of this LEASE, TENANT agrees to pay to LANDLORD the RENT set forth above, in advance, on or before the first day of each calendar month during the entire TERM, without prior demand. RENT for any period during the TERM less than one (1) calendar month shall be prorated on a daily basis based on the actual number of days in the applicable month. Any amount due from TENANT to LANDLORD hereunder which is not paid within three (3) days of its due date shall include a late fee of Thirty and 00/100 Dollars (\$30.00) for the first day beyond the third day the payment is late, and Ten and 00/100 Dollars (\$10.00) for each day the payment is later thereafter.

4. USE

4.1 Compliance with Law.

During the TERM, TENANT, at its expense, shall comply promptly with all laws, rules and regulations made by any governmental authority having jurisdiction over TENANT use and occupation of the PREMISES, including without limitation compliance with the Americans with Disabilities Act. TENANT shall defend, indemnify and hold LANDLORD and LANDLORD's agents, officers, directors, employees and contractors, harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties and demands of any kind or nature (including reasonable attorneys' fees) arising in connection with any governmental action taken against the TENANT or the LANDLORD in relation to the PREMISES and/or its use or occupation during the Term of this Lease.

4.2 Occupation.

TENANT agrees to keep the PREMISES in a neat, clean and orderly condition, free from all hazardous or polluting materials at all times during occupancy, and not to commit, suffer or permit any waste of said PREMISES or any acts to be done in violation of any laws or ordinances, or to use or permit the use of said PREMISES for any illegal or immoral purposes, or to use or permit the use of said PREMISES in such a way that will create unreasonable noise or any nuisance in or about the PREMISES.

5. CONDITION OF THE PREMISES

5.1 LANDLORD's Obligations.

LANDLORD shall deliver the PREMISES to TENANT as is, where is. LANDLORD does not represent or warrant that the PREMISES are fit or suitable for any purpose. LANDLORD does not warrant or represent that the PREMISES meets any standards for occupation, use, or accommodation, and TENANT specifically accepts all responsibility and liability for any failure of the PREMISES to satisfy any laws, rules and regulations made by any governmental authority having jurisdiction over the parties, including without limitation compliance with the Americans with Disabilities Act.

6. TENANT IMPROVEMENTS

6.1 Improvements.

TENANT, at TENANT's cost, may install such TENANT improvements in the PREMISES as TENANT deems necessary or desirable. TENANT shall submit Plans and Specifications (hereinafter plans) for all improvements, including the type of material to be used by TENANT in the PREMISES to LANDLORD, for LANDLORD's review and approval. LANDLORD shall not unreasonably withhold, condition or delay its approval of the PLANS.

6.2 Mechanics Lien.

No work performed or authorized by TENANT pursuant to this LEASE shall be deemed to be for the immediate use and benefit of LANDLORD so that no mechanics or other lien shall be allowed against the estate of LANDLORD. TENANT shall pay promptly all persons furnishing labor or materials with respect to any work performed by TENANT or its CONTRACTORS. If any mechanic's or other liens shall be filed against the PREMISES, TENANT shall forthwith cause the same to be discharged of record. If TENANT fails to discharge such lien, LANDLORD may do so at TENANT's expense.

6.3 TENANT's Leasehold Improvements and Trade Fixtures.

All leasehold improvements shall not be removed and shall vest solely in LANDLORD upon termination. Trade fixtures and personal property shall remain TENANT's and be removable, provided damage is repaired. Any property not removed upon termination shall be deemed abandoned and become the property of LANDLORD.

7. MAINTENANCE AND REPAIRS

7.1 TENANT's Obligations.

TENANT shall, at TENANT's sole cost and expense, keep the PREMISES and every part thereof in good condition and repair. TENANT shall, upon expiration or sooner termination of this LEASE, surrender the PREMISES in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of TENANT excepted.

8. UTILITIES

TENANT shall pay a flat rate of Fifty and 00/100 Dollars (\$50.00) per month (included in the RENT) for all water, gas, heat, light, power, sewer charges, and trash removal. TENANT shall be solely responsible for all other services and utilities supplied to the PREMISES, together with any taxes thereon.

9. INSURANCE; INDEMNITY

9.1 TENANT's Insurance.

During the TERM of this LEASE, TENANT shall obtain and keep in full force and effect at its cost, the policies of insurance listed below. Upon execution of this LEASE and thereafter upon LANDLORD's request, TENANT will provide LANDLORD with a certificate(s) evidencing such insurance.

9.2 Liability Insurance.

Personal injury, bodily injury, fire, and property damage insurance, naming LANDLORD as an additional insured, against liability arising out of TENANT's use, occupancy or maintenance of the PREMISES. Coverage must not be less than \$1,000,000 for one person and \$2,000,000 for more than one person.

9.3 Waiver of Subrogation.

Neither LANDLORD nor TENANT shall be liable to the other or to any insurance company for any loss or damage to any property, even if caused by negligence, if the loss or damage is covered by insurance or required to be covered by insurance under this LEASE. Each party shall require its insurer to waive subrogation rights.

9.4 Indemnification by TENANT.

TENANT shall defend, indemnify and hold harmless LANDLORD from all injuries, costs, liabilities, and damages caused by: (a) injuries in the PREMISES, (b) TENANT's actions or negligence, (c) breach of obligations, or (d) false warranties. This indemnity survives termination of the LEASE for pre-termination events.

10. ASSIGNMENT and SUBLETTING

TENANT shall not assign, sublet, or transfer this LEASE or the PREMISES without LANDLORD's prior written consent, which shall not be unreasonably withheld.

11. DEFAULTS AND REMEDIES

11.1 TENANT's Defaults.

The following shall constitute a default: (a) unpaid RENT beyond 10 business days after notice, (b) failure to perform covenants after 20 days notice, (c) bankruptcy or insolvency

actions, (d) admission of inability to pay debts, (e) appointment of a receiver, (f) assignment for creditors, (g) abandonment of PREMISES.

11.2 Remedies in Default.

Upon default, LANDLORD may: (a) terminate possession and recover damages, (b) maintain possession and recover rent, (c) enter and sell property for recovery, (d) perform TENANT obligations at TENANT's cost. LANDLORD may act without notice in emergencies or when rapid action is required.

11.3 Damages.

If the LEASE is terminated due to default, TENANT remains liable for prior unpaid rent and damages, including attorneys' fees and enforcement costs.

11.4 LANDLORD Defaults and TENANT Remedies.

LANDLORD is not in default unless it fails to perform obligations within 30 days of TENANT notice, or fails to diligently proceed after beginning performance.

12. DAMAGE AND DESTRUCTION

12.1 LANDLORD's Obligation.

If the PREMISES are damaged by fire or other casualty but not rendered untenantable, LANDLORD shall repair them without RENT abatement. If partially or wholly untenantable, RENT shall abate proportionately during untenantability unless TENANT is at fault. LANDLORD shall not be required to repair during the final twelve months of the LEASE unless agreed. TENANT shall repair its personal property and improvements.

13. CONDEMNATION

13.1 Condemnation of PREMISES.

If any portion of the PREMISES is taken through eminent domain, this LEASE terminates as to that part on the date possession is taken. If the entire PREMISES is taken, the LEASE terminates. Notice of condemnation must be shared immediately between parties.

14. ATTORNEYS' FEES

In any legal action arising from this LEASE, the prevailing party shall recover reasonable attorneys' fees and costs, including appeals. If LANDLORD is involved in third-party litigation due to TENANT, TENANT shall pay LANDLORD's reasonable legal costs.

15. GENERAL PROVISIONS

15.1 LANDLORD's Access.

LANDLORD may enter the PREMISES with 24-hour notice (or less in emergencies) for inspections, repairs, or showings. Access shall not materially interfere with TENANT's operations. If interference lasts over 24 hours, RENT abates. If longer than 6 months, TENANT may terminate.

15.2 Waiver.

No waiver of a provision constitutes waiver of others. Acceptance of rent despite knowledge of default does not waive LANDLORD's rights.

15.3 Cumulative Remedies.

Remedies under this LEASE are cumulative and not exclusive unless stated otherwise.

15.4 Force Majeure.

Delays caused by force majeure (e.g., fire, war, natural disasters) shall excuse performance for the duration of the delay.

15.5 Recordation.

Neither party shall record this LEASE; a memorandum may be recorded with LANDLORD's permission.

15.6 Only LANDLORD/TENANT Relationship.

This LEASE does not create an agency, partnership, or joint venture—only a landlord-tenant relationship.

15.7 Binding Effect; Choice of Law.

This LEASE shall be governed by the laws of the State of Nevada.

15.8 Severability.

If any provision is held invalid, the remainder of the LEASE shall remain in effect.

15.9 Authority.

Each party represents that it is duly authorized to enter into and bind itself to this LEASE.

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

Market Analysis

Subject Property Overview

Address: 1604 N Highway 395, Minden, NV
 Owner: East Fork Fire Protection District

• Subject Area: ~1,000 SF (portion of a 2-story building)

• Features:

o 2 full bathrooms

o 1 kitchen (outdated, needs remodeling)

Non-ADA compliant

Cosmetic updates needed (flooring, paint, trim)

Comparable Lease Listings Address	Туре	Size (SF)	Rate (\$/SF/YR)	Notes
1685 & 1687 US Hwy 395	Retail	860–2,936	\$12.00	Minden Plaza; built in 1980; NNN lease (source: LoopNet)
1662 US Hwy 395 N	Office	284–1,343	\$12.60	Sierra Center; built in 1993; multiple suites available (source: Crexi)
1512 US Hwy 395 N, Gardnerville	Office	300	\$24.00	Small professional offices; built in 1996 (source: LoopNet)

Analysis and Market Context

Comparable properties in the Minden/Gardnerville area are asking between \$12.00 and \$24.00 per square foot per year. However, due to the subject property's condition (outdated kitchen, non-ADA compliance, cosmetic needs), it is appropriate to apply a 15% downward adjustment from typical market rents.

Adjusted Market Rate Calculation:

- Typical Lease Rate: \$12.00/SF/YR
- Less 15% for condition: \$10.20/SF/YR
- Equivalent to approximately \$0.85/SF/month

East Fork Fire Protection District

AGENDA ACTION SHEET

- 1. <u>Title:</u> For Possible Action. Discussion and possible action to approve the Memorandum of Understanding (MOU) between East Fork Fire Protection District and the Nevada Division of Forestry regarding the transfer of surplus State-owned vehicles to East Fork Fire Protection District including four 4-wheel drive pickup trucks, two crew carriers, one small SUV, and one porta potty trailer. (Larry Goss, Deputy Fire Chief, Business Operations) 10 minutes.
- 2. Recommended Motion: Motion to approve the Memorandum of Understanding (MOU) between East Fork Fire Protection District and the Nevada Division of Forestry regarding the transfer of surplus State-owned vehicles to East Fork Fire Protection District including four 4-wheel drive pickup trucks, two crew carriers, one small SUV, and one porta potty trailer.

3. Funds Available: NA Amount: \$95,269

Fund Name: General Fund Account Number: NA

4. **Prepared by:** Larry Goss, Deputy Fire Chief, Business Operations

5. Meeting Date: August 19, 2025 Time Required: 10 minutes

6. Agenda: Administrative Agenda

7. <u>Background Information</u>: The Nevada Division of Forestry has several surplus vehicles to go to members of the WFPP. East Fork has expressed interest in the above noted vehicles to support off-district response, fuels crew needs both now and, in the future, and support off-district training classes where vehicles may need to be utilized for transportation.

Agenda Item #7



STATE OF NEVADA
Department of Conservation & Natural Resources
Joe Lombardo, Governor
James A. Settelmeyer, Director
Kacey KC, State Forester/Firewarden

MEMORANDUM OF UNDERSTANDING

Between the Nevada Division of Forestry and Eastfork Fire Protection District Regarding the Donation of Surplus State-Owned Vehicles

This Memorandum of Understanding (MOU) is made and entered into by and between the **Nevada Division of Forestry (NDF)** and the **Eastfork Fire Protection District**, collectively referred to as "the Parties," for the purpose of transferring ownership of surplus State-owned vehicles from NDF to Eastfork Fire.

1. Purpose

The purpose of this MOU is to establish the terms and conditions for the donation of surplus NDF vehicles to the Eastfork Fire Protection District. The vehicles are being donated to support local public safety and operational needs.

2. Vehicles Donated

The following vehicles are being donated as-is, with no warranty expressed or implied:

Location	Asset Tag	Year	Make	Model	Type	VIN	Equip ID	Odometer
Ely Industrial Shop	EX55647	2008	Ford	F-250 Super Duty	Pickup	1FTSW27R48EC84070	302787	174,073
ESCC	EX55639	2008	Ford	F-250	Pickup	1FTSW21R98EC84078	_	196,957
ESCC	EX55644	2008	Ford	F-250 Super Duty	Pickup	1FTSW21RX8EC84073	302768	121,702
TLVCC	EX55642	2008	Ford	F-250 Super Duty	Pickup	1FTSW21R38EC84075	302783	166,213
Western Region HQ	EX48280	2005	International	4400	Crew Carrier	1HTMKAZN45H124980	280220	95,253
Western Region HQ	EX48274	2005	International	4400	Crew Carrier	1HTMKAZN95H124974	280214	94,594

Location	Asset Tag	Year	Make	Model	Type	VIN	Equip ID	Odometer
Western Region HQ	EX46573	2004	Ford	Explorer	SUV	1FMZU73W14ZB17748	273774	60,631
Western Region HQ	EX56197	2024	Home Made	Porta Pottie	Trailer	1P9BU131X7M609015	303749	0

3. Terms and Conditions

1. As-Is Condition

All vehicles are donated in "As-Is" condition. NDF offers no warranty, expressed or implied, regarding vehicle condition, safety, or future use.

2. Transfer of Ownership

Upon execution of this MOU and delivery of the vehicles, full ownership and responsibility shall transfer to the Eastfork Fire Protection District. The Nevada Division of Forestry shall retain no further liability—financial, operational, or legal—for these vehicles.

3. Removal of Emergency Equipment and Branding

The Eastfork Fire Protection District agrees to:

- o Remove all emergency lights, sirens, and related emergency equipment, and
- o Remove or obscure all **Nevada Division of Forestry logos, decals, insignia, or other markings** prior to use.
- 4. Licensing and Insurance

The Eastfork Fire Protection District is responsible for securing all vehicle registrations, licenses, and insurance required for continued use of the vehicles.

5. Waiver of Revenue

The Nevada Division of Forestry is waiving any revenue that could have been generated through the sale or auction of these vehicles in order to support local fire protection services.

4. Effective Date

This MOU becomes effective upon the date of the last signature below and remains in effect until all obligations are fulfilled.

5. Signatures						
For the Nevada Division of Forestry	For Eastfork Fire Protection District					
Name:	Name:					
Title:	Title:					
Signature:	Signature:					
Date:	Date:					

Year	Manufacture	Model	Туре	Vin#	Requesting	Value
2008	Ford	F-250 Super Duty	Pickup	1FTSW21R48EC84070	Eastfork fire	\$12,850
2008	Ford	F-250	Pickup	1FTSW21R98EC84078	Eastfork fire	\$12,850
2008	Ford	F-250 Super Duty	Pickup	1FTSW21RX8EC84073	Eastfork fire	\$12,850
2008	Ford	F-250 Super Duty	Pickup	1FTSW21R38EC84075	Eastfork fire	\$12,850
2005	International	4400	Crew Carrier	1HTMKAZN45H124980	Eastfork fire	\$20,000
2005	International	4400	Crew Carrier	1HTMKAZN95H124974	Eastfork fire	\$20,000
2004	Ford	Explorer	SUV	1FMZU73W14ZB17748	Eastfork fire	\$2,369
2004	Homemade	Porta Potty	Trailer	1P9BU131X7M609015	Eastfork Fire	\$1,500
_					Total	\$95,269

East Fork Fire Protection District

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action to approve and authorize the District Fire Chief to execute the Cooperative Agreement between East Fork Fire Protection District and Truckee Meadows Fire Protection District in accordance with NRS 277.045, providing mutual aid, automatic aid, and assistance by hire between the two agencies. (Alan Ernst, District Fire Chief) 15 minutes.
- 2. Recommended Motion: Motion to approve and authorize the District Fire Chief to execute the Cooperative Agreement between East Fork Fire Protection District and Truckee Meadows Fire Protection District in accordance with NRS 277.045, providing mutual aid, automatic aid, and assistance by hire between the two agencies.

3. Funds Available: NA Amount: NA

Fund Name: NA <u>Account Number</u>: NA

4. Prepared by: Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 Time Required: 15 minutes

6. Agenda: Administrative Agenda

7. <u>Background Information</u>: The East Fork Fire Protection District and the Truckee Meadows Fire Protection District are both established under NRS Chapter 474 and maintain independent fire and rescue operations within their respective jurisdictions.

This agreement recognizes the mutual benefit of providing automatic aid (pre-determined dispatch to designated areas without a specific request) and mutual aid (upon request) in the event of fires or other emergencies exceeding the immediate capabilities of one agency.

It also outlines procedures for:

- Annual Operating Plan updates, including rates for personnel and equipment.
- Determination of available resources prior to mutual aid deployment.
- Communications, command structure, and operational control during incidents.
- Reimbursement terms for assistance by hire (support provided beyond 24 hours or as part of a cost-recoverable event).
- Responsibilities for equipment maintenance, damage, and replacement.
- Worker's compensation, liability protections, and hold harmless provisions.
- Agreement term through June 30, 2027, with options for amendment or termination.

There is no immediate fiscal impact on providing mutual or automatic aid under this agreement. Assistance provided beyond 24 hours, or under cost-recoverable events, will be reimbursed by the Operating Plan.

It is recommended that the Board approve the Cooperative Agreement and authorize the District Fire Chief to sign on behalf of the East Fork Fire Protection District.

Operating Plan Between Truckee Meadows Fire Protection District and East Fork Fire Department 2025-2026

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

2023-2024 BILLING RATES

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

APPARATUS RATES

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

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•	Structure Engine - Type I	\$231.00/hr.
•	Ladder	\$275.00/hr.
•	Brush Engine - Type III	\$208.00/hr.
•	Water Tender	\$197.00/hr.
•	Patrol Truck - Type V	\$133.00/hr.
•	Patrol Truck - Type VI	\$133.00/hr.
•	Rescue	\$87.00/hr.
•	Heavy Rescue	\$206.00/hr.
•	Air Truck	\$174.00/hr.
•	Fuel Truck	\$87.00/hr.
•	Water Rescue Unit w/Boats	\$87.00/hr.
•	Hazmat Unit	\$260.00/hr.
•	Heavy Mechanic Truck	\$144.00/hr.
•	Dozer – Type I*	\$208.00/hr. (Includes Fuel) or \$462.00/day stand-by
•	Transport/Lowboy	\$87.00/hr. plus \$2.00 per mile. or \$231.00/day stand-by
•	Dozer Chase*	\$111.00/day plus 65.5 cents per mile

Mt. Rose Unit – May be any combination of Mt. Rose Units. Mt. Rose Units include Type V engines with personnel and overhead positions.

^{*}Mutual/Automatic Aid request of Dozer or Hand Crew Unit(s) will be considered assistance by hire immediately from the time of order.

^{*}Dozer requests will include Dozer Chase and two (2) personnel, qualified (1) Dozer/Operator and (1) HEQB. Personnel rates will vary depending on rank or the FSH 5109.34 Incident Position Matrix if a casual hire.

SUPPORT VEHICLE AND EQUIPMENT RATES

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

ALS, Durable Medical Equip. Kit
REMS Truck
\$275.00/day
\$125.00/hr.

County or Fire District Owned Vehicles:

•	Command Vehicle	\$127.00/day plus 65.5 cents per mile
•	SUV/Pickup (½ ton and below)	\$197.00/day plus 65.5 cents per mile
•	Pickup (3/4 ton and above)	\$201.00/day plus 65.5 cents per mile
•	Polaris UTV	\$231.00/day (must be ordered via resource order)
•	Privately Owned Vehicle	65.5 cents per mile
•	Masticator (Wet)	\$185.00/hr.
•	Ambulance	\$144.00/hr.
•	Chipper	\$277.00/day
•	Tracked Chipper	\$185.00/hr.
•	Chip Truck	\$108.00/hr.
•	Dump Trailer	\$34.00/day
•	Herbicide Trailer/Slip In	\$34.00/day

PERSONNEL RATES

Backfill (for 56 hour personnel only) personnel and their invoice amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

56 Hour Rate	Regular	ОТ	CB OT
Battalion Chief	\$84.36	\$80.85	\$121.27
Captain	\$63.22	\$60.58	\$90.86
Operator	\$56.32	\$53.97	\$80.96
Firefighter Paramedic	\$53.37	\$51.00	\$76.50
Firefighter	\$49.18	\$47.12	\$70.69

^{*}Dozer will only be charged while on incident and not during travel status.

^{*}Transport/Lowboy will be charged the hourly rate during travel and stand-by rate while on incident.

40 Hour Rate	Regular	ОТ	CB OT
Fire Chief	\$152.11		
Deputy Fire Chief	\$136.34		
Division Chief P/F	\$143.69	\$137.12	\$205.69
Division Chief REG	\$136.47	\$145.27	\$217.90
Battalion Chief	\$118.43	\$113.49	\$170.23
Fire Inspector I/II P/F	\$67.98	\$73.28	\$97.83
Fire Inspector I/II REG	\$80.03	\$77.59	\$103.58
Training Captain	\$96.21	\$92.55	\$138.83
Logistics Coordinator	\$51.88	\$55.36	\$83.03
Fire Equipment Fleet Manager	\$87.36	\$93.22	\$124.45
Fire Mechanic	\$65.29	\$69.67	\$93.01
WUI Coordinator	\$63.19	\$67.43	\$90.01
Fire Manangemenet Officer	\$105.77	\$112.86	
Fire Crew Boss	\$81.42	\$86.87	\$115.98
Heavy Equipment Operator	\$72.55	\$77.41	\$103.35
Wildland Engine Operator	\$56.32	\$60.09	\$90.14
Fire Squad Boss	\$76.99	\$82.15	\$109.67
Fire Crew Member	\$43.85	\$46.78	\$62.46
Communications Tech	\$79.77	\$89.95	\$120.08
Air Resource Advisor	\$61.32	\$69.15	\$92.31
Accountant	\$60.60	\$64.51	
CFO	\$103.26		

EMERGENCY WORKERS (CASUALS)

The District may employ Emergency Workers (Casual Hire) to cope with a sudden and unexpected emergency situation caused by a fire, or extreme fire potential, flood, storm, or any other all-hazard emergency to provide assistance to the District and/or cooperative partners.

Such hiring is purely temporary in duration, and will be terminated when other methods can be initiated.

Rate of pay will be determined by FSH 5109.34 – INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK, CHAPTER 10 – PERSONNEL, Interim Directive NO.: 5109.34-2019-1, dated April 01, 2019.

Casual hires shall be hired or invoiced as Assistance by Hire as listed in the Cooperative Agreement.

BILLING ADDRESS

Truckee Meadows Fire Protection District 3663 Barron Way Reno, NV 89511

CONTACT INFORMATION

Dale Way, Interim Fire Chief (775) 326-6005 Mobile (775) 437-0191

Chris Ketring, Deputy Chief (775) 326-6081 Mobile (775) 315-5805

Cindy Vance, Chief Fiscal Officer (775) 326-6070

Administrative Office (775) 326-6000 Fax (775) 326-6003

DUNS NUMBER

006811244

TAX ID NUMBER

EIN # 38-3856902

STATION LOCATIONS

Career Stations

Battalion 30 - South

Station 32 – 1240 Eastlake Blvd., Washoe Valley

Station 33 – 470 Foothill Rd., Reno

Station 36 – 13500 Thomas Creek Rd., Reno

Station 37 – 3255 W. Hidden Valley Dr., Reno

Station 39 - 4000 Joy Lake Rd., Reno

Battalion 40 - North

Station 40 – 10201 W. 4th St., Mogul

Station 42 – 3680 Diamond Peak Dr., Cold Springs

Station 44 – 10575 Silver Lake Rd., Stead

Station 45 – 5841 Sun Valley Blvd., Sun Valley

Station 46 – 500 Rockwell Blvd., Spanish Springs

Wildland Fuels Stations

Station #400 – 165 Bridge St., Verdi

Station #440 - 130 Nectar St., Lemmon Valley

Volunteer Stations

Station #225 - 400 Stampmill, Wadsworth

Station #300 – 345 Bellevue Rd., Washoe Valley

Station #320 - 3010 Lakeshore Blvd., Washoe Valley

Station #430 - 11525 Red Rock Rd., Silver Lake

Station #450 – 6015 Ironwood Rd., Palomino Valley

Cooperative Agreement Between Truckee Meadows Fire Protection District and East Fork Fire Protection District

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In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Truckee Meadows Fire Protection District on behalf of itself ("TMFPD"), and East Fork Fire Protection District ("EFFPD"), both of which are fire districts formed under NRS Chapter 474. At times herein the parties may be referred to as "agency" or "agencies." This Agreement is effective upon approval and execution by all agencies.

RECITALS

WHEREAS, each of the above-named entities maintains and operates fire/rescue organizations within their respective jurisdictions, and,

WHEREAS, on occasion each agency experiences fires or other emergencies of such a magnitude or simultaneous number that assistance of other fire response organizations would be beneficial in addressing the emergencies; and,

WHEREAS, it is deemed in the best interests of the public and citizens of the affected jurisdictions that TMFPD and EFFPD provide both automatic aid and mutual aid to the other as set forth herein; and,

WHEREAS, the agencies hereto desire to enter into this cooperative agreement pursuant to NRS 277.045 to provide for the circumstances and procedures under which each agency will provide assistance, both Mutual Aid and Automatic Aid, in responding to fire and other emergencies when requested by the other party; and,

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the agencies mutually agree to provide fire suppression equipment, facilities and personnel to each one other under the following terms and conditions:

- 1. **Definitions.** The following definitions shall have the meaning ascribed to them:
 - a. Agency representative This person serves as the point of contact for the responding or requesting agency and has been delegated authority to make decisions on matters affecting that agency's participation at the incident.
 - b. Operating Plan The parties will meet annually, to prepare an operating plan (OP). This OP will include current rates for use of the Department's equipment and personnel, list of principal personnel, and any other items identified in this agreement.
 - c. Assistance by Hire Assistance by hire is the provision to provide fire suppression or support resources to the other party on a reimbursement basis. All reimbursement shall be based upon rates established in the OP.

- d. Automatic Aid Automatic Aid means both agencies are automatically dispatched, without a specific request, to an incident occurring in the areas designated in Attachment B.
- e. Mutual Aid Mutual Aid means fire service that may be provided in the event of a specific request for assistance as set forth below.
- f. Requesting Agency The agency which experiences an incident in which assistance, whether Mutual Aid or Automatic Aid, is sought shall be known herein as the Requesting Agency.
- g. Responding Agency The agency providing assistance, whether through mutual aid or automatic aid, shall be known herein as the Responding Agency.
- h. Responding Agency The agency providing assistance, whether through Mutual Aid or Automatic Aid, shall be known herein as the Responding Agency.
- 2. Request for Mutual Aid. When it is believed that Mutual Aid is necessary, a request for assistance shall be made by the most expedient manner possible. Both agencies shall provide a telephone number or telephone numbers to the other agencies to be used when requesting assistance from the Responding Agency. It is mutually agreed that either party may operate on the other parties' radio frequency.
- 3. Mutual Aid Resource Determination. The Responding Agency's Fire Chief, or duly authorized designee, shall determine whether it has sufficient resources available to provide Mutual Aid and respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency firefighting equipment, personnel and facilities. Neither agency is obligated to reduce the level of resources available in the responding jurisdiction below that deemed reasonably necessary to provide the residents of the Responding Agency's jurisdiction with fire suppression services.
- 4. Automatic Aid and Mutual Aid. The parameters of Automatic Aid and Mutual Aid and the attendant response areas are set forth in the OP. The OP may be modified by mutual agreement of the Fire Chiefs for the parties provided that the revisions are signed by the Fire Chiefs or duly authorized designee and provided to the respective County Clerks before they are effective.
- 5. Communications. In both Mutual Aid and Automatic Aid situations, the operating frequency will be designated by the Requesting Agency's dispatch center. It will be identified at the same time the request for assistance is made by the Requesting Agency. All communications will be to the requesting dispatch center on the designated frequency.
- 6. Incident Management. Any Mutual Aid or Automatic Aid extended under this Agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an incident management team. Pursuant to this authority, the Requesting Agency, the agency which has command or the incident management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this Agreement.
- 7. Assistance by Hire. Assistance by Hire is the provision of fire suppression resources, by one Agency to another, on a reimbursement basis. All reimbursements shall be based upon the rates established in the OP. Except for mutual and automatic aid, all requests for fire suppression assistance shall be assistance by hire. Any resources provided by a Responding Agency, and not specifically ordered by the Requesting Agency, shall be considered a voluntary contribution.

- 8. Mutual/Automatic Aid. Mutual aid and automatic aid shall be provided without expectation of reimbursement for the first (24) twenty-four hours from the time of response. All mutual or automatic aid provided beyond (24) twenty- four hours will be considered assistance by hire. If reimbursement is available as a result of a declaration of disaster, grant, and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning from the time of initial dispatch from the Responding Party's home base, to the time of return to the home base. Events that are cost recoverable and/or payable through State or Federal Funding, or from third parties determined responsible shall be reimbursable. All reimbursement shall be based upon rates established in the OP.
- 9. Incident Management Teams. Salary, benefits, overtime, and transportation for department personnel assigned to an Incident Management Team that is utilized by the Requesting Agency to manage their incident, through delegation of authority, will be considered assistance by hire.
- 10. Equipment. The Responding Agency is responsible for the operation, service and maintenance of their equipment during incident operations on the jurisdiction of the Requesting Agency. The Requesting Agency shall be responsible to pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost, damaged or destroyed, except for damage that occurred as a result of negligence by the Responding Agency. Replacement or reimbursement to the Responding Agency by the Requesting Agency will occur within 90 days of receipt of an invoice documenting such equipment
- 11. Incident Report. For services rendered pursuant to this Agreement, the Responding Agency shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident, unless a different time is mutually agreed to otherwise by the Fire Chiefs, or authorized designee of the agencies.
- 12. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all agencies shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The agencies waive any indemnification provision with respect to such industrial injuries or occupational diseases.
- 13. Independent Agencies. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each Party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party. Notwithstanding the foregoing, the Parties reserve all rights to assert statutory immunities and legal defenses, including but not limited to, application of NRS 41.035 in aggregate as a defense or limitation of multiple claims by third parties.
- 14. Hold Harmless. The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of the agencies shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised

Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, it officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

- 15. Third Party Beneficiaries. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third-party beneficiaries for any person or entity.
- 16. Integration and Modification. This Agreement constitutes the entire agreement of the agencies and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the agencies unless the same is in writing and approved and signed by the respective governing bodies hereto.
- 17. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
- 18. Assignment. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the written consent of the other party.
- 19. Public Records. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The agencies will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests, as applicable.
- 20. Proper Authority. The agencies hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the agencies are authorized by law to engage in the cooperative action set forth in this Agreement.
- 21. Governing law; Jurisdiction. This Agreement is entered into in the State of Nevada and the rights and obligations of the agencies hereto shall be governed by, and construed according to the laws of the State of Nevada.
- 22. Ratification and Term. This Agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effect until June 30, 2027, unless terminated earlier by either party with or without cause, provided that a termination shall not be effective until 90 days after a party has served written notice of termination to the other party.
- 23. Amendment. The parties may amend this agreement at any time by an endorsement made in writing and approved by the parties' respective governing boards.

- 24. Termination. The Agreement may be terminated by mutual consent of all of the agencies or unilaterally by any party without cause upon ninety (90) days written notice. The agencies expressly agree that this Agreement shall be terminated immediately if for any reason any party's funding ability supporting this Agreement is withdrawn, limited, or impaired.
- 25. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by hand, by telephonic facsimile, or E-mail to known E- mail address with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, postage repaid on the date posted, and addressed to the other party at the following addresses:

Truckee Meadows Fire Protection District Dale Way, Interim Fire Chief 3663 Barron Way Reno, NV 89511

East Fork Fire Protection District Alan Ernst, Fire Chief 1694 County Road Minden, NV 89423

Any party may designate a different address or representative to receive notices provided that such designation is sent in writing to the other party in accordance with this paragraph.

IN WITNESS WHEREOF, The agencies hereto have caused this Cooperative Agreement to be executed as of the last day and year herein below.

Dated this day of, 2025	Dated this day of, 2025			
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT	EAST FORK FIRE PROTECTION DISTRICT			
Alexis Hill, Chair Truckee Meadows Fire Protection District Board of Fire Commissioners	John Bellona, President East Fork Fire Protection District Board of Directors			
ATTEST:	ATTEST:			
Washoe County Clerk	EFFPD Clerk			

East Fork Fire Protection District

AGENDA ACTION SHEET

- 1. <u>Title: For Possible Action</u>. Discussion and possible action to approve the Aeromedical Services Agreement between the East Fork Fire Protection District and Rural Medevac Alliance, Inc. (Battle Born Helicopter) for the provision of aeromedical flight services, including co-location at Station 12, co-staffing with firefighter/paramedics, and related operational support, and to authorize the District Fire Chief to execute all necessary documents. There is no net fiscal impact because all costs will be reimbursed to the District by Rural Medivac Alliance Inc through this agreement. (Alan Ernst, District Fire Chief) 15 minutes.
- 2. Recommended Motion: Recommended Motion: Motion to approve the Aeromedical Services Agreement between the East Fork Fire Protection District and Rural Medevac Alliance, Inc. (Battle Born Helicopter) for the provision of aeromedical flight services, including co-location at Station 12, co-staffing with firefighter/paramedics, and related operational support, and authorizing the District Fire Chief to execute all necessary documents.

3. Funds Available: NA Amount: NA

Fund Name: General Fund Account Number: NA

4. **Prepared by:** Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 Time Required: 15 minutes

6. Agenda: Administrative Agenda

Alliance, Inc. have negotiated a public-private partnership to enhance emergency response capabilities through the co-location of a dedicated aeromedical helicopter (Battle Born Helicopter) at Station 12. Under the Aeromedical Services Agreement, the District will provide firefighter/paramedics as onboard medical crew for missions, while Rural Medevac Alliance will provide the aircraft, pilots, and maintenance personnel.

This partnership will:

- Deliver rapid medical response to rural and remote areas
- Provide increased training opportunities for firefighter/paramedics
- Offer search and rescue assistance in challenging terrain
- Provide initial attack wildfire suppression (upon completion of Part 133 certification)
- Improve ambulance reliability by enabling rapid patient transport

The helicopter will be based at Station 12, enabling rapid response and integrated operations between air and ground units. The agreement also includes provisions for facility improvements, cost reimbursements for medical crew, and mutual indemnification. Approval of this agreement will formalize the partnership and initiate joint operations.

The administration recommends approval.



Public-Private Partnership Proposal

Presented by Alan Ernst, Fire Chief East Fork Fire Protection District

Introduction

The East Fork Fire Protection District and Rural Medevac Alliance, Inc.
(Battle Born Helicopter) are pursuing a unique public-private partnership.
This collaboration aims to enhance emergency response capabilities within the district through co-staffing of a dedicated medical helicopter at Station 12.





Co-location of the Battle
 Born Helicopter at Station



 Co-staffing with East Fork firefighter paramedics



Shared facilities and rapid deployment capabilities

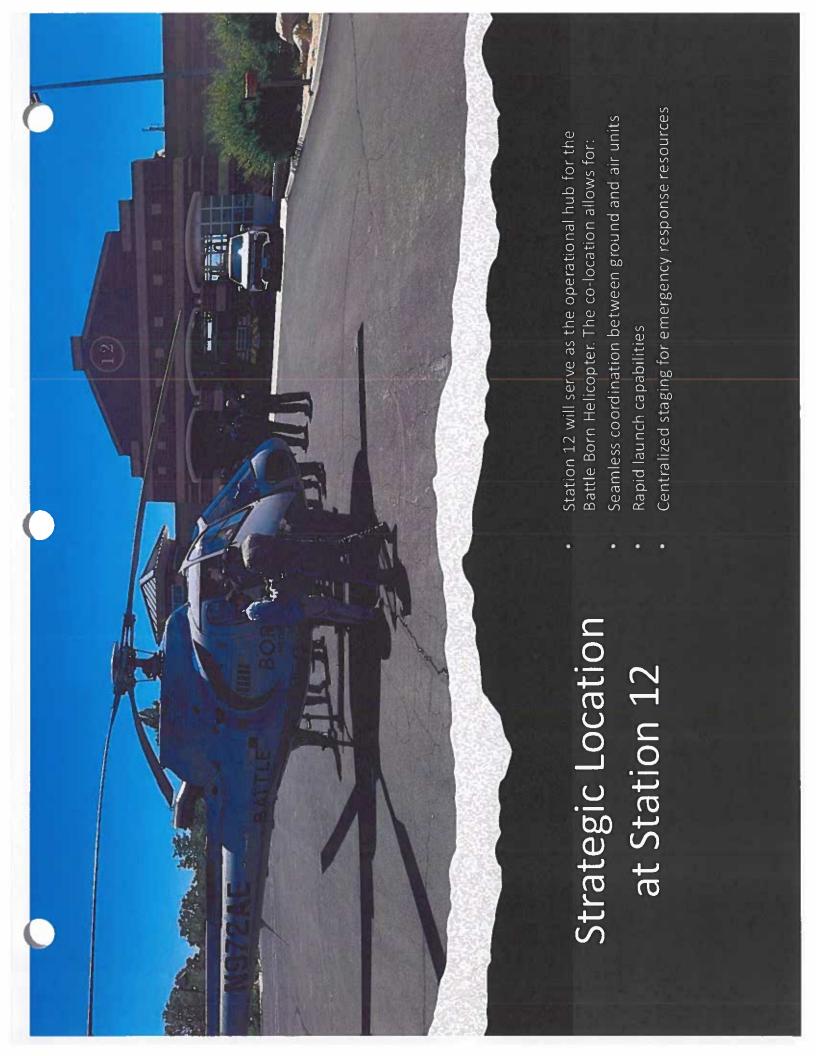


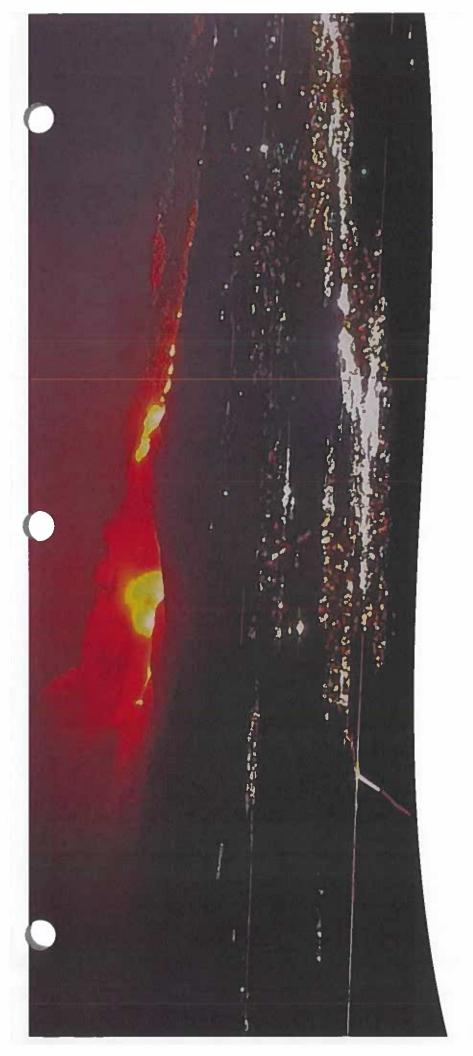
Integrated training and operational coordination



Benefits to the Community

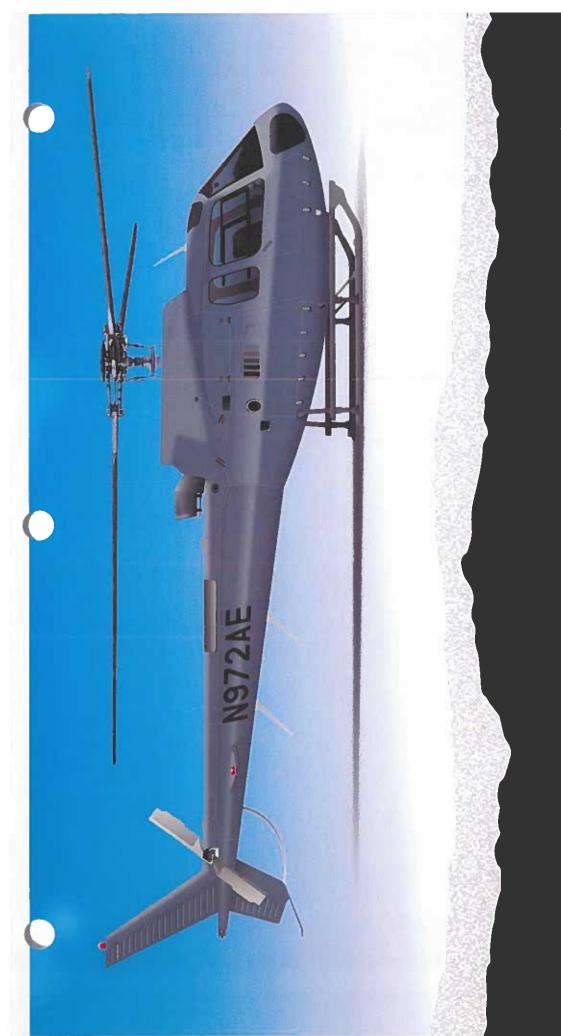
- Rapid medical response to rural and remote areas
- Increased training opportunities for firefighter paramedics
- Search and rescue assistance in challenging terrain
- Initial attack firefighting capability
- Improved ambulance availability and reliability





Agreement

- Long term relationship
- 5-year agreement with automatic extension
- Rural Medevac Alliance LLC will cover all expenses from the District for 3 firefighter paramedic positions
- Renovations at station 12
- **Expanded Community services**



Conclusion

This partnership represents a forward-thinking approach to emergency services in Douglas County and surrounding areas. By leveraging combined resources and expertise, East Fork Fire Protection District and Rural Medevac Alliance can deliver faster, more effective, and more reliable emergency response to our communities.

AEROMEDICAL SERVICES AGREEMENT

This AEROMEDICAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of ________, 2025 ("Effective Date") by and between the East Fork Fire Protection District ("EFFPD") 1694 County Road, Minden, NV 89423, a political subdivision of the State of Nevada, Douglas County established by Chapter 18.10 of the Douglas County Code, pursuant to NRS 474.460, et seq. (the "District"), and Rural Medevac Alliance, Inc., 102 S. Main St., Yerington, NV 89447, a corporation organized under the laws of the State of Nevada ("Operator"). The District and Operator may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Operator is the beneficial owner of a Eurocopter model AS 350 aircraft configured to conduct aeromedical flights in accordance with the Part 135 of FARs (the "Aircraft"), as further identified and described in the Operator's operating specifications;
- B. Operator holds a Part 135 Operating Certificate authorizing air carrier operations, being certificate number RURA302S, issued by the FAA pursuant to Part 135 of the FARs;
- C. Operator's Operating Certificate authorizes Operator to conduct helicopter air ambulance ("HAA") aeromedical services and on-demand air charter operations, including those involving medical transportation pursuant to 14 CFR 135.601-135.621 and under the guidelines provided by FAA Advisory Circular 135-14B;
- D. The District and the Operator desire to enter into a public-private partnership agreement to document their mutual understanding of the terms and conditions for Operator to provide aeromedical flight services within the District;
 - E. Operator is in the process of obtaining a Part 133 Certificate;
- F. At such time that Operator obtains a Part 133 Certificate, Operator and the District intend to enter into an agreement that will allow the Operator to perform firefighting services for the district utilizing Operator's Part 133 certificate, contingent upon Operator's successful completion of obtaining the certificate, any necessary aircraft configuration changes, and any required safety training for such operations. The operator intends to provide these services to the district free of charge; and
- G. The District desires to provide services to Operator, and Operator wishes to receive such services, as more fully described in this Agreement.
- **NOW, THEREFORE**, in consideration of the mutual covenants and promises in this Agreement, together with other good and valuable consideration the legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS**

Except where the context otherwise requires, in this Agreement the following words and expressions have the meanings set forth below:

"Flight Crew" means the pilots qualified under Part 135 of the FARs hired or contracted with by Operator for the operation of the Aircraft.

"Commencement Date" means the Effective Date.

"Event of Default" shall have the meaning prescribed in Section 10.1 of this Agreement.

"FAA" means the United States Federal Aviation Administration.

"FAR" or "FARs" means the Aeronautics Regulations of Title 14, Parts 1 to 399 of the United States Code of Federal Regulations, as amended.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 privacy and security standards (45 C.F.R. parts 160, 162, and 164) and related regulations promulgated pursuant to the law.

"Insurance Schedule" means those insurance terms and amounts described in Appendix 1 attached and incorporated in this Agreement.

"Medical Crew" means for purposes of this Agreement, one qualified flight paramedic per flight, who is carried aboard a helicopter during helicopter air ambulance operations in order to provide medical care.

"Maintenance and Operational Support Personnel" means maintenance technicians, ground support, communications, and other operational support personnel and management staff other than Medical Crew and Flight Crew.

"Owner" and "Owners" mean the registered and beneficial owner of each Aircraft.

"Related Equipment" means supplies, medicines, disposable equipment, or any other items used in direct association with the operation of the aeromedical services.

"Taxes" means any taxes (including, but not limited to, sales, use, excise, and any other tax which may be imposed) levies, imposts, duties, charges, fees, deductions, withholdings, restrictions, or conditions now or later imposed by any governmental or taxing authority.

"Term" means a period of five (5) years from the Commencement Date.

2. AGREEMENT TO PROVIDE SERVICES AND TERM

2.1 <u>Non-Exclusive Use and Services</u>. Subject to the terms and conditions of this Agreement, Operator agrees to provide and operate the Aircraft pursuant to Part 135 of the FARs for aeromedical operations. Use of the Aircraft and services provided by Operator pursuant to the terms of this Agreement shall at all times be subject to the availability of the Aircraft, at Operator's sole discretion, and subject to the use rights of other persons or entities with contractual rights to use the Aircraft subject the written

agreement with Operator. When the Aircraft is operational and not committed to another mission, the priority would be to 911 responses within the East Fork Fire Protection District.

- 2.2 <u>Term.</u> The Parties agree that this Agreement shall continue from the Commencement Date to the end of the Term, and the Term shall be automatically renewed for additional successive five (5) years periods, unless and until either Party shall have given the other written notice of its desire to terminate this Agreement at least One hundred eighty (180) days prior to the next scheduled termination date, in which event this Agreement will terminate on the next scheduled termination date, or unless this Agreement is earlier terminated as otherwise provided in this Agreement.
- 2.3. <u>Timeframe for obtaining approvals for firefighting services</u>. Operator shall have two (2) years from the Effective Date to obtain a Part 133 Certificate and other necessary approvals, complete any necessary aircraft configuration changes, and complete required safety training to perform firefighting services for the District. Operator and District agree that after all of these approvals are obtained and other conditions have been satisfied, Operator and the District will negotiate in good faith to finalize the terms and conditions that shall apply to Operator performing these services, which terms and conditions shall be in writing and signed by Operator and District as an amendment to this Agreement.

3. TITLE

3.1 <u>Title</u>. Title to the Aircraft and Related Equipment will be, and will at all times remain, vested and registered in Owners or lienholders. The District will have no right, title, or interest in the Aircraft except as provided in this Agreement. The District will not assert any lien or encumbrance against the Aircraft, nor permit any other party, claiming by, through, on behalf of, or because of any action of the District to do so.

4. AIRCRAFT FLIGHT CREW, AND RELATED SERVICES

- 4.1 <u>Operations and Maintenance Crew.</u> The Aircraft shall be exclusively operated under the operational control of Operator and be maintained by the Maintenance and Operational Support Personnel arranged and supplied by Operator. The District shall not be responsible to operate or maintain the Aircraft.
- 4.2 <u>Flight Crew Requirements</u>. Operator shall provide one (1) qualified pilot to operate the Aircraft during each aeromedical flight operation. All Flight Crew provided by Operator to operate the Aircraft in support of aeromedical flight services pursuant to the terms of this Agreement shall be qualified under the rules of the FAA and any other applicable rules of a governmental authority having jurisdiction over the subject matter of this Agreement, and be subject to any applicable trainings to maintain compliance with Part 135 or any applicable FAR. Operator shall conduct and have sole authority over all interviews, testing, qualifications, and training for Flight Crew subject to the District's current written hiring procedures and subject to the terms of the applicable collective bargaining agreement.
- 4.3 <u>Mechanic Requirements</u>. Operator shall be responsible for maintaining or causing the Aircraft to be maintained by Maintenance and Operational Support Personnel qualified in accordance with the applicable FARs.

5. SCOPE OF WORK AND FLIGHTS

- 5.1 Flight Operations. Operator's aeromedical flight operations shall be in accordance with operating rules applicable to all aircraft in the National Airspace System and the operational rules of Part 135 of the FARs. Notwithstanding any other provision of this Agreement, Flight Crew provided by Operator shall exercise full authority as pilots-in-command over each flight and shall have no obligation to perform any flight operation on behalf of the District, or any other party, which, in the sole discretion of the Operator Flight Crew, is beyond the scope of such pilots' abilities, certification, or authorization; would unreasonably endanger such pilot or the Aircraft; would be in contravention of any applicable law or any flight operation protocol, including Part 135 of the FARs. No such action of any pilot provided by Operator shall create or support any liability of Operator for loss, injury, damage, or delay to the District.
- 5.2 <u>Aircraft Maintenance and Airworthiness</u>. The Aircraft shall be maintained exclusively by the mechanics provided by Operator and shall be maintained in conformity with the Aircraft's FAA-approved maintenance manual and the applicable requirements of Part 135 of the FARs. All repairs, parts, replacements, mechanisms, and devices added to the Aircraft during the Term shall immediately, without further act, become part of the Aircraft and subject to the ownership of Owner free and clear of any lien, encumbrance, or interest of the District or any party, claiming by through, on behalf of, or because of any action of the District.
- Base of Operations. The District will provide storage and other facilities as the base of operation at the District Station #12 at 3620 N Sunridge Dr, Carson City, NV 89705 (the "Base of Operations"), sufficient for the scope of work contemplated by this Agreement and shall provide the Operator with access and permissions at such base of operation for the performance of an agreed upon flight operation. Subject to the applicable FARs, state, and local law (including zoning ordinance), the District further requires Operator to make improvements to the Base of Operations necessary or convenient to conducting aeromedical flight operations from the Base of Operations, including the installation of a rotorcraft landing pad ("helipad"), improvements to the facility to accommodate the addition crew members, and improvements for the storage of fuel for the Aircraft at mutually agreed locations at the Base of Operations. Any and all improvements made by the Operator will be retained by the District at the termination of the agreement. Operator shall have four (4) reserved parking spaces at the Base of Operations for exclusive use by its Crew in connection with this Agreement. The Parties may agree to designate another or additional base(s) of operation as necessary.
- 5.4 <u>On-Call Services</u>. Operator shall provide 24-hour on-call service within the District from the Base of Operations when the Aircraft is available.

6. EMPLOYMENT, TAXES, AND COMPENSATION

THIS AGREEMENT DOES NOT AND SHALL NOT BE CONSTRUED TO MAKE ANY OFFICER, AGENT, OR EMPLOYEE OF THE DISTRICT AN OFFICER, AGENT, OR EMPLOYEE OF THE OPERATOR FOR ANY PURPOSE WHATSOEVER, NOR ANY OFFICER, AGENT, OR EMPLOYEE OF THE DISTRICT FOR ANY PURPOSE WHATSOEVER. NEITHER PARTY IS AUTHORIZED TO MAKE OR ENTER INTO ANY CONTRACT, AGREEMENT, OR WARRANTY FOR OR ON BEHALF OF THE OTHER PARTY.

6.1 <u>District Staffing and Costs.</u> Medical Crew and other District personnel shall remain employees or independent contractors of the District. The District shall be responsible for, as applicable,

payment of 100% of the cost of worker's salaries, wages, overtime (limited to fifty six (56) hour work weeks), compensation insurance, benefits, including health insurance benefits, pension, or other retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever, bonus compensation, Medicare, social security tax, employment tax of any kind, training-time coverage, and all other personnel costs and any other applicable taxes arising from Medical Crew or other District personnel's employment with the District, or any other costs or expenses arising from with Medical Crew and other District personnel's employment with the District, all of the foregoing being the "District Staffing Costs."

- 6.2 Medical Crew Reimbursement. As consideration for District's provision of Medical Crew (East Fork Fire Protection District's Firefighter/Paramedic Position) in support of Operator's flight operations for aeromedical services, Operator agrees to pay to the District an amount equal to the salaries, wages, and overtime limited to fifty six (56) hours in any work week paid by the District to Medical Crew, and only salaries, wages, benefits, and overtime limited to fifty six (56) hours, such payment being the "Medical Crew Reimbursement." For the avoidance of doubt, all other District Staffing Costs and any costs for any Medical Crew overtime exceeding fifty six (56) hours in any work week shall be the responsibility of the District.
- 6.3 <u>Invoicing and Payment for Services</u>. The District shall invoice the Operator for Medical Crew Reimbursement (as defined in this Agreement) on a monthly basis and the Operator shall remit payment to the District within thirty (30) days of receipt of an invoice.
- 6.4 <u>District Medical Crew</u>. The District shall provide one qualified Medical Crew (East Fork Fire Protection District Firefighter/Paramedic) personnel on each flight operation made pursuant to this Agreement. The District represents and warrants to Operator that their personnel assigned will comply with all applicable Federal Aviation Administration requirements for medical personnel and are qualified and licensed to perform medical services under all applicable FARs, and Federal, state, and local requirements regarding medical personnel in connection with Operator's Operating Certificate for aeromedical flight operations, and that their personnel assigned will remain qualified to perform such services during the Term. Notwithstanding anything in this Agreement to the contrary, Operator shall have the right to interview and approve the Medical Crew prior to any operations on the Aircraft. Operator shall have the right, in its sole and absolute discretion, to remove Medical Crew or other District personnel from the Aircraft (temporarily or permanently) at any time, in accordance with applicable FARs regarding Operational Control.
- 6.5 <u>No Additional Consideration.</u> Except as expressly provided in this Article 6 of this Agreement, the District shall not be entitled to, nor receive, from the Operator, any additional consideration for its performance under this Agreement.
- 6.6 <u>Flight Crew and Operations and Maintenance Crew Costs and Taxes</u>. All Flight Crew and Operations and Maintenance Crew of Operator shall remain the employees or independent contractors of Operator, and all of their compensation, including without limitation all benefits, Taxes, or insurance of any kind, shall be paid by the Operator.
- 6.7 Failure to Provide Medical Crew. In the event the District is unable to provide Medical Crew for any flight operation covered by this Agreement for any reason, Operator shall deduct \$2,500.00 from the Medical Crew Reimbursement payable to the District for Medical Crew under Section 6.3 of this Agreement for each 24-hour operational period. Notwithstanding the foregoing, such deductions shall not result in the District being required to pay fees to Operator.

7. INSURANCE AND INDEMNIFICATION

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF THIS AGREEMENT AND THE SERVICES TO BE PROVIDED.

- 7.1 The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party, its officers, and employees or of any third party. Each Party shall be responsible for its own negligence. Furthermore, nothing contained in this Agreement shall be construed as a waiver of any Party's sovereign immunity or the assumption of liability in excess of that allowed by law.
- 7.2 <u>Liability Insurance</u>. Operator shall procure and maintain in full force and effect at all times during the Term for the benefit of itself naming the District as additional insured, the following insurance for injuries to persons and damages to property which may arise from or in connection with the performance of services, work, or operations by Operator, its employees, subcontractors, agents, or representatives:
- (i) Comprehensive general public liability and property damage insurance (including, but not limited to, aviation liability), including Flight Crew and Medical Crew on the Aircraft, for personal injury and death and damage to property for a minimum amount and according to the terms set forth in the Insurance Schedule for each and every occurrence;
- (ii) Appropriate insurance against loss of, or damage to, the Aircraft hull for an amount reflecting reasonable replacement value of the Aircraft as provided in the Insurance Schedule; and
- (iii) Workers' compensation insurance and unemployment insurance for all of Maintenance and Operational Support Personnel and Flight Crew engaged in the performance of services and operations under this Agreement as required by applicable laws.

The District shall maintain sufficient workers' compensation insurance and unemployment insurance for all of the District's employees and Medical Crew engaged in the performance of services and operations under this Agreement as required by applicable laws. All insurance required to be maintained under this Agreement shall be in the amounts set forth in the Insurance Schedule, attached to this Agreement.

7.3 Operator Indemnification. Operator agrees to indemnify, protect, save, defend and hold harmless the District and the District's directors, officers, employees, agents, attorneys, affiliates, successors, and any permitted assigns (collectively, the "District Indemnified Parties") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, demands, costs, expenses, and disbursements of any kind and nature whatsoever (collectively, the "Claims") which may be imposed on, incurred by, or asserted against, the District or any of the District Indemnified Parties, whether or not the District or any of the District Indemnified Parties shall also be indemnified as to any such matters by any other person, party, or entity of any kind whatsoever, arising directly from any breach, action, inaction, misrepresentation, or direction by Operator related to the use and operation of the Aircraft and Related Equipment contemplated by this Agreement that results in any Claim(s) against the District or any of the District Indemnified Parties; provided, however, that Operator shall have no obligation to indemnify the District or any of the District Indemnified Parties in respect of any Claims to the extent that such Claim is suffered or incurred as a direct consequence of the fraud, gross negligence, willful misconduct, negligence or reckless disregard of the District or such District Indemnified Party. Operator's obligation to defend, indemnify, and hold the District and the District Indemnified Parties harmless under the provisions of this

Section 7.3 is not limited to, or restricted by, any requirement in this Agreement for Operator to procure and maintain a policy of insurance. In no event shall Operator be liable to the District or any District Indemnified Party for special, punitive, incidental or consequential damages arising out of this Agreement, except for any indemnification claim under this paragraph or to the extent Operator has insurance available to cover such damages. Notwithstanding anything to the contrary contained in the foregoing, any other section of this Agreement or otherwise, the indemnification agreements, obligations, and liabilities of any kind whatsoever of Operator set forth or provided in this Section 7.3 shall survive the expiration or any termination of this Agreement for any reason whatsoever.

7.4 The District Indemnification. The District agrees to indemnify, protect, save, defend and hold harmless the Operator and the Operator's directors, officers, employees, agents, attorneys, affiliates, successors, and any permitted assigns (collectively, the "Operator Indemnified Parties") from and against any and all Claims which may be imposed on, incurred by, or asserted against, the Operator or any of the Operator Indemnified Parties, whether or not the Operator or any of the Operator Indemnified Parties shall also be indemnified as to any such matters by any other person, party, or entity of any kind whatsoever, arising directly from any breach, action, inaction, misrepresentation, or direction by the District or Medical Crew or other District personnel related to the use and operation of the Aircraft and Related Equipment or provision of services contemplated by this Agreement that results in any Claim(s) against the Operator or any of the Operator Indemnified Parties; provided, however, that the District shall have no obligation to indemnify the Operator or any of the Operator Indemnified Parties in respect of any Claims to the extent that such Claim is suffered or incurred as a direct consequence of the fraud, gross negligence, willful misconduct, negligence or reckless disregard of the Operator or such Operator Indemnified Party. The District's obligation to defend, indemnify, and hold the Operator and the Operator Indemnified Parties under the provisions of this Section 7.4 is not limited to, or restricted by, any requirement in this Agreement for Operator to procure and maintain a policy of insurance. In no event shall District be liable to the Operator or any Operator Indemnified Party for special, punitive, incidental or consequential damages arising out of this Agreement, except for any indemnification claim under this paragraph or to the extent District has insurance available to cover such damages.. Notwithstanding anything to the contrary contained in the foregoing, any other section of this Agreement or otherwise, the indemnification agreements, obligations, and liabilities of any kind whatsoever of District set forth or provided in this Section 7.4 shall survive the expiration or any termination of this Agreement for any reason whatsoever.

8. MUTUAL REPRESENTATION

The Parties represent to each other all of the following:

- (i) The execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate or government action of such Party and do not require the approval or consent of or notice to any trustee or holders of any indebtedness or obligation of such Party (except as has already been obtained);
- (ii) This Agreement has been duly executed and delivered by an officer of such Party authorized to execute and deliver such documents on behalf of such Party; and
- (iii) This Agreement and the covenants of the Parties contained in this Agreement constitute or will, upon execution, constitute legal, valid and binding obligations of the Parties, enforceable against each Party in accordance with its terms subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights

generally and by the application of equitable principles by courts of competent jurisdiction, sitting at law or in equity.

9. NOTIFICATION

Any notice given by one Party to the other in connection with this Agreement shall be in writing and shall be sent by email, telefax, courier, overnight delivery, certified mail, to the addresses listed below or to such other addresses as either Party may specify to the other in writing from time to time:

If to the District:

East Fork Fire Protection District 1694 County Road Minden, NV 89423 Attn: Alan Ernst, District Fire Chief (or current District Fire Chief) Email: aernst@eastforkfire.org

If to Operator:

Rural Medevac Alliance Inc. 102 S. Main St. Yerington, NV 89447 Attn: Joseph Loehner Email: Joey@ruralmedevac.com

Notices shall be deemed effective when delivered or when proof of delivery is obtained (in the case of email, when the sender receives a read receipt from the addressee), or if earlier and whether or not received, three (3) days after such notice is deposited in the United States mail postage pre-paid as certified mail to the Party as set forth above.

10. TERMINATION AND DEFAULT

- 10.1 Default. The following shall constitute an Event of Default:
- (i) a failure to make any payment when due under this Agreement within thirty (30) calendar days of when such payment is due;
- (ii) a Party's admission in writing of inability to pay its debts generally as they come due or a general assignment for the benefit of its creditors, or admission of insolvency;
- (iii) any material declaration, representation, warranty, or statement made or deemed to be made by a Party in connection with this Agreement is or proves to have been incorrect when made or becomes incorrect during the Term; or
- (iv) any material breach by a Party of its obligations or performance under this Agreement.
- 10.2 <u>Remedies.</u> In an Event of Default, the non-defaulting Party shall provide written notice of default to the defaulting Party and afford the defaulting Party a period of one hundred eighty (180) days to

cure such default (if such default is curable); if the default in question cannot be cured within such one hundred eighty (180) day period, then the non-defaulting Party may immediately terminate this Agreement upon sending written notification to the other Party, and/or seek any and all such remedies and rights as may be available to such Party at law or equity. Any and all remedies may be pursued concurrently, consecutively, and alternatively.

10.3 Force Majeure. Neither Party will be held responsible for failure to perform any part of this Agreement due to events beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, riots, and other civil disturbances, sabotage, strikes, or other labor disturbances, acts of God, injunctions, transportation embargoes, or delays, failure of performance of third parties necessary to a Party's performance under this Agreement, or the laws or regulations of the federal, state, or local government or branch or agency, or other causes beyond their reasonable control, to the extent that any of the foregoing causes have rendered a Party unable to perform services.

11. MISCELLANEOUS

- 11.1 <u>Amendment</u>. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the Parties, or in the case of a waiver, by the Party waiving compliance.
- 11.2 <u>Counterparts; Signatures</u>. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
- Agreement is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition contained in this Agreement. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 11.4 <u>Clauses, Appendices, and Schedules</u>. References in this Agreement to clauses, appendices, or schedules are, unless otherwise specified, references to clauses of and appendices and schedules to this Agreement and together the clauses, appendices, and schedules shall together constitute this Agreement.
- 11.5 <u>Assignment</u>. No assignment, transfer, or charge may be made by any Party of all or any of its rights in respect of this Agreement without the prior written consent of the other Party.
- Construction. Each Party acknowledges and agrees that this Agreement is a legally binding contract; that it has had ample opportunity to consult with legal counsel of its choice; that it is entering into this Agreement freely and voluntarily; and therefore, in any construction of the terms of this Agreement, that this Agreement shall not be construed against either Party on the basis of that Party being the drafter of this Agreement or any provision or term of the same.
- 11.7 <u>Headings</u>. Descriptive headings to articles and sections are for convenience only and shall not control or affect the meaning or construction of any provisions in this Agreement.

- 11.8 Governing Law. This Agreement shall, in all respects, including all matters of construction, validity, and performance, be interpreted, governed by, construed, and enforced in accordance with the laws of the State of Nevada applicable to contracts entered into in the State of Nevada by residents of such State and to be performed entirely with such State without regard to choice of law rules, and the Parties (a) agree that litigation initiated by either of the Parties concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court or federal court of competent jurisdiction in Nevada (b) consent to the personal jurisdiction of such courts; and (c) waive any defense of forum non conveniens.
- 11.9 <u>No Waiver</u>. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege under this Agreement preclude any other or further exercise of any right, remedy, power, or privilege.
- 11.10 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties to this Agreement and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 11.11 Compliance With Laws. All medical, aeromedical, and flight services provided for by this Agreement shall be in accordance with, and limited to, the scope of any applicable licenses, certificates, protocols, and authority of the Parties. Both Parties are covered entities under HIPAA, and agree to protect, to the extent required by the HIPAA and any other applicable patient privacy laws and regulations, any protected health information provided from one Party to the other pursuant to this Agreement. Each of the Parties agrees to perform its obligations under this Agreement in conformance with all applicable laws, regulations, and administrative instructions that relate to the Parties' respective performance of this Agreement, including, without limitation, HIPAA and other applicable federal and state laws protecting the confidentiality of patient information and medical records, the Federal Anti-Kickback Statute, the Physician Self-Referral Law (42 U.S. Code § 1395nn) commonly called the Stark law, and Medicare and Medicaid program requirements. In the event that either Party becomes aware of a possible violation of law, regulation, or administrative instruction that might affect the validity or legality of the services provided under this Agreement and/or either Parties' right to payment for services, such Party shall immediately notify the other Party and the Parties shall meet to discuss appropriate corrective action, if any. In the event either Party becomes aware that any investigation, audit, or proceeding has been initiated with respect to any of the services provided under this Agreement or payment for said services, such Party shall immediately notify the other Party.
- 11.12 Access and Audits. Each Party shall maintain adequate records to justify all its billing, for at least three (3) years after completion or termination of this Agreement. To the extent permitted by HIPAA and any other applicable laws and regulations, each Party shall have access to other Party's records for the purpose of inspection or audit during normal business hours, at the other Party's place of business.

11.13 Entire Agreement. The Agreement contains the entire agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the Parties not embodied in this Agreement or incorporated by reference shall be of any force or effect.

[Remainder Left Intentionally Blank. Signature Page to Follow.]

IN WITNESS THEREOF, THE PARIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

EAST FORK FIRE PROTECTION DISTRICT	RURAL MEDEVAC ALLIANCE INC.
By:Alan Ernst	By:
District Fire Chief	President
Date:	Date:

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action to approve the Meet and Confer Agreement between the East Fork Fire Protection District (EFFPD) and the International Association of Firefighters (IAFF) Local 3726 regarding the labor impacts of the partnership with Rural Medivac Alliance LLC (Battleborn Helicopter). The fiscal impact is \$30,681.00, in which the District will be reimbursed by Rural Medivac Alliance LLC. (Alan Ernst, District Fire Chief) 20 minutes.
- 2. Recommended Motion: To approve the Meet and Confer Agreement between the East Fork Fire Protection District (EFFPD) and the International Association of Firefighters (IAFF) Local 3726 regarding the labor impacts of the partnership with Rural Medivac (Battleborn Helicopter).

3. Funds Available: Yes Amount: \$162,890 (5 Year)

Fund Name: General Fund Account Number: NA

4. Prepared by: Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 <u>Time Required</u>: 20 minutes

6. Agenda: Administrative Agenda

7. <u>Background Information</u>: The District Administration is recommending approval of the Meet and Confer between the East Fork Fire Protection District (EFFPD) and the International Association of Firefighters (IAFF) Local 3726 regarding the labor impacts of the partnership with Rural Medivac (Battleborn Helicopter).

In accordance with the district's obligation to meet and confer with IAFF Local 3726 on matters affecting labor conditions, an agreement has been reached to outline staffing, incentive pay, supervision, and training procedures related to the firefighter/paramedic position assigned to the helicopter.

Meet and Confer Agreement

This agreement is entered into by and between the East Fork Fire Protection District and the International Association of Firefighters (IAFF) Local 3726 for the labor impacts of the partnership with Rural Medivac (Battleborn Helicopter).

Staffing of Helicopter:

- Battleborn shall staff the pilot and nurse positions on the helicopter and East Fork Fire Protection District will staff the firefighter/paramedic position.
- EFFPD personnel assigned to the helicopter will be offered to staff vacancies for the firefighter/paramedic position on the helicopter but not forced.
- If no personnel assigned to helicopter volunteer to work the vacancy, other members who are signed off on the helicopter will be offered the shift. These personnel will be compensated with "acting pay" 10 % for the shift.
- If no EFFPD personnel are available or interested in working the vacancy, Battleborn will staff the helicopter with their personnel.
- The firefighter/paramedic position on the helicopter will be above the agreed upon minimum staffing and not count towards minimum staffing.

Incentive pay:

• EFFPD personnel assigned to the helicopter will be compensated 6% incentive pay.

Supervision:

- The Shift Captain for the station will be the immediate supervisor of the paramedic/firefighter assigned to the helicopter.
- Per the FAA, the pilot of the helicopter will have sole and absolute discretion, to remove Medical Crew or other District personnel from the Aircraft (temporarily or permanently) at any time, for safety reasons.

Training:

- The District will train additional personnel interested in staffing the helicopter outside of the three (3) personnel who are assigned.
- The District and Battleborn will ensure that the personnel assigned to the helicopter still have opportunities to train on firefighting skills while on duty.
- In addition to on duty training, due to potential unavailability, the district will offer
 opportunities for the personnel assigned to the helicopter to train on their days off and
 be compensated. Off duty training shall be approved by the Operations Chief prior to
 completing.

Kevin May	Alan Ernst
IAFF President Local 3726	District Fire Chief
Signature	Signature
Date	Date

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Presentation Only. Reports/updates from East Fork Professional Firefighters Association concerning the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (John Bellona, President) 5 minutes.
- 2. Recommended Motion: For Presentation Only. No motion or action is necessary.

3. Funds Available: NA Amount: NA

Fund Name: NA <u>Account Number</u>: NA

4. **Prepared by:** Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 Time Required: 5 minutes

6. Agenda: Administrative Agenda

7. <u>Background Information</u>: 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, liaison to, or meetings/functions they have attended. No action taken on these reports/updates.

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Presentation Only. Reports/updates from East Fork Volunteer Firefighters Association concerning the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (John Bellona, 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: Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 Time Required: 5 minutes

6. Agenda: Administrative Agenda

7. <u>Background Information</u>: 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, liaison to, or meetings/functions they have attended. No action taken on these reports/updates.

AGENDA ACTION SHEET

- 1. <u>Title</u>: For Presentation Only. Reports/updates from District Board Members and the Fire Chief concerning the various assignments and committees they may be a member of, liaison to, or meetings/functions they have attended. No action will be taken on these reports/updates. (John Bellona, President) 10 minutes.
- 2. Recommended Motion: For Presentation Only. No motion or action is necessary.

3. Funds Available: NA Amount: NA

Fund Name: NA <u>Account Number</u>: NA

4. Prepared by: Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 Time Required: 10 minutes

6. Agenda: Administrative Agenda

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

MESSAGE FROM THE FIRE CHIEF

This past month, the East Fork Fire Protection
District demonstrated exceptional performance and
dedication in the face of significant challenges and
opportunities. Crews responded to numerous
lightning strike fires across the district, containing
incidents quickly and preventing further spread
despite difficult weather and terrain conditions.
Their swift, coordinated action underscored our
commitment to protecting lives, property, and
natural resources.

We also faced two complex structure fires—one in the Foothill community and another in the TRE community. Both incidents required multi-company responses, strategic resource deployment, and strong inter-agency coordination. I am proud of our personnel for their professionalism and effectiveness in managing these high-risk events.

On the personnel front, we successfully completed our lateral firefighter recruitment process, welcoming experienced firefighters who will strengthen our operational capacity. In addition, we marked a milestone with the completion of our first East Fork Leadership Academy, a program designed to develop future leaders and reinforce our organizational culture of excellence.

Finally, our members actively participated in several community events, reinforcing our role as not only emergency responders but also engaged partners in public safety and community well-being. These activities strengthen relationships, build trust, and keep our community informed and prepared.

I commend our entire team for their commitment, skill, and dedication throughout this month.

DEPARTMENT NEWS



HUMAN RESOURCE/ADMINISTRATION

Firefighter Recruitment

Firefighter interviews took place on August 14th and 15th. The District interviewed 19 applicants.

August Anniversaries

The District proudly recognizes the following team members for their dedicated service and continues commitment.

Service Anniversaries

- Eric Brink-3 years-August 6
- Dennis Lloyd-3 years-August 6
- Gary Evanchik-3 years-August 6
- Trevor Re-3 years-August 6
- Charles Fields-24 years-August 8
- William Hutchison-33 years-August 13
- Barry Ceverha-2 years-August 19
- Scott Chandler-2 years-August 19
- Greg Mueller-2 years-August 19
- Michele Macauley-2 years-August 19
- Zane Andrew Dale-2 years-August 19
- Turner Yates-2 years-August 19
- Clint Loudenburg-10 years-August 31



EMERGENCY OPERATIONS

AUGUST 2025

Significant Incidents and Updates

Call Summary:

> Total Calls for Service: 696

Major Incidents:

- ➤ Fuels Crew assigned to the East Horse Fire @ NV/ID border
- Structure Fire on the 900 Block of Foothill Rd

Training:

Crews participated in elevator rescue training with Tahoe Douglas





Risk Management/Safety

Safety Topic for June:

Aug. 2nd, 1978 - Waldbaums Supermarket Fire

Work-Related Injuries:

- > 1 injury in July that did not require medical intervention.
- > 0 injuries occurred in July that did require intervention.

Accidents:

- > One serious accidents reported in July:
 - o Vehicle backing

FIRE PREVENTION



LOOKING AHEAD AT SUBMITTALS

- Proposed grocery store
- Proposed tap house
- Proposed industrial

PLAN REVIEW: July/August

- > 2 submitted
- > 9 approved

INSPECTION: July/August

- > 35 annual inspections
- > 24 construction inspections

PRE-PLAN: July/August

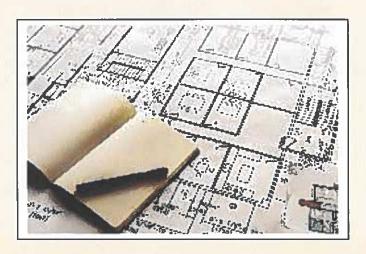
> 22

CURRENT PROJECTS

- 2024 Code amendments to come forward in September and October for a January 1 effective date.
- New fees and fee schedule to be brought forward in September and October

UPDATES

- Construction inspections are increasing as the weather warms.
- > Annual inspections in process
- > 2 structure fires investigated
- Lithium-ion battery training with Redwood Materials
- > 2 fire billings



EFFPD BUSINESS OPERATIONS

WHAT'S NEW

- > Fleet
 - o Rescue Re-Mount getting stripped
 - New Water Tender delivered
 - Fleet reduction has yielded the sale of 9 apparatus for a total of \$70,472
 - o Awaiting delivery of the new Braun Rescue
 - Apparatus Committee working on plan for returned rescue remount chassis
- > Facilities
 - o Preventative Maintenance in progress on all AC units and Generators
 - o Asphalt seal and repair quotes being reviewed
- > Community
 - The Explorer program Advisors are going through required youth protection training Ember Foundation is up and running

FINANCE DIVISION

Updates:

- Annual audit in progress and going smoothly
- All FY 24-25 Off District Fire payments totaling \$2.114 Million has been received



AGENDA ACTION SHEET

- 1. <u>Title</u>: For Possible Action. Discussion and possible action to adjourn the East Fork Fire Protection District Board Meeting. (John Bellona, President) 5 minutes.
- **Recommended Motion:** Motion to adjourn the East Fork Fire Protection District Board Meeting.

3. Funds Available: NA Amount: NA

Fund Name: NA Account Number: NA

4. Prepared by: Alan Ernst, District Fire Chief

5. Meeting Date: August 19, 2025 <u>Time Required</u>: 5 minutes

6. Agenda: Administrative Agenda

7. <u>Background Information</u>: Motion to adjourn the East Fork Fire Protection District Board Meeting.