



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 6, 2023

Staff Contact: Nancy Paulson, City Manager

Agenda Title: For Possible Action: Discussion and possible action, and a public hearing regarding the report of the City Manager on the fiscal impact and recommended approval of, a proposed collective bargaining agreement (“CBA”) between Carson City and the Carson City Firefighters Association, Local #2251 of the International Association of Fire Fighters (“IAFF”) on behalf of grant- and contract-funded wildland fire employees, effective beginning the first full pay period following CBA execution through June 30, 2026, with an estimated fiscal impact of \$1,567,018.45 over the CBA’s term that will be fully offset by third-party grants and contracts funding the positions. (Nancy Paulson, npaulson@carson.org and Melanie Bruketta, mbruketta@carson.org)

Staff Summary: The proposed CBA covers full time Carson City Fire Department (“CCFD”) employees whose positions are grant- or contract-funded and who primarily perform wildland fuels reduction projects (“Wildland Group”). The Wildland Group currently comprises one Senior Wildland Fire Crew Member, one Wildland Fire Equipment Operator, one Fuels Management Grants Administrator and three Wildland Fire Crew Members. The Wildland Group has no prior CBA; instead, the proposed CBA will displace the Wildland Fire Employees’ Benefits Manual. The City has provided notice to the applicable grant and contract funding sources that it will be increasing service rates to cover the cost of increased benefits under the proposed CBA, and the City has received confirmation that its increased rates will be reimbursed when invoiced.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to approve the agreement and authorize the District Attorney's Office to make any necessary revisions that are clerical and not substantive when finalizing the agreement.

No action for the public hearing.

Board's Strategic Goal

Organizational Culture

Previous Action

February 2, 2023 (Item 22A): The Board of Supervisors (“Board”) approved acceptance of \$2,036,493 in federal funding from Round 18 of the Southern Nevada Public Lands Management Act grant program (“SNPLMA Grant”), subject to a \$30,000 in-kind match, to fund a Fuels Management Grants Administrator position and the Seasonal Wildland Firefighters.

February 2, 2023 (Item 22C): The Board approved reclassifying a position in the Wildland Group, Wildland Fuels Management Officer (Unclassified), to Fuels Management Grants Administrator (Classified).

February 17, 2022 (Item 17A): The Board determined that the Wildland Group should constitute its own bargaining unit.

October 15, 2020 (Item 12A): The Board approved acceptance of a grant from the Nevada Division of Forestry (“NDF Grant”) to fund, among other things, one Senior Wildland Fire Crew Member position, one Wildland Fire Equipment Operator position and three Wildland Fire Crew Member positions.

October 15, 2020 (Item 12B): The Board approved a contract with NV Energy for CCFD to provide wildland fuels management and stand-by services through June 30, 2023 (“NV Energy Stand-by Contract”), based on a schedule of fees.

Background/Issues & Analysis

Bargaining representatives for the City and Wildland Group have tentatively agreed to the terms of a CBA for the Wildland Group, which had no prior CBA.

The positions within the Wildland Group are currently funded, as follows:

Position	Funding Source
Fuels Management Grants Administrator	SNPLMA Grant
Senior Wildland Fire Crew Member	NDF Grant, NV Energy Stand-by Contract
Wildland Fire Equipment Operator	NDF Grant, NV Energy Stand-by Contract
Wildland Fire Crew Member	NDF Grant, NV Energy Stand-by Contract

The City invoices the applicable funding source an hourly rate for work performed by members of the Wildland Group, and the City is reimbursed. The proposed CBA is drafted with the intent that all compensation and remunerative benefits provided to the Wildland Group must be paid in their entirety by the grant(s) or contract(s) funding those positions without reliance on Carson City general funds.

The proposed CBA has terms that are unique to the Wildland Group that are intended to eliminate general fund liability for Wildland Group benefits. For example, paragraph 4.1(c)(5) of Article 4 expressly reserves as a management right “[t]he right to determine...[t]hat City’s general funds shall not be used for Association Member salary, benefits, or other costs associated with Association Members and their duties.” Further, the proposed CBA provides throughout that the City’s obligation to provide benefits is “subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions.”

Therefore, providing benefits under the proposed CBA requires the grants and contracts funding Wildland Group positions to pay the City higher rates to cover increased benefits under the proposed CBA. The short- and long-term funding sources for the Senior Wildland Fire Crew Member, Wildland Fire Equipment Operator and Wildland Fire Crew Member positions differ. Currently, those positions are funded through the NDF Grant and NV Energy Stand-by Contract. However, the City and NV Energy are currently in negotiations on a new contract that will replace the NDF Grant (expiring May 31, 2023) and NV Energy Stand-by Contract (expiring June 30, 2023). That new NV Energy contract (“Pending NV Energy Contract”) is anticipated to take effect June 1, 2023, and have a three- or five-year term.

Conversely, both in the short- and long-term, the SNPLMA Grant will be sufficient to fund the Fuels Management Grants Administrator position, though this position will likely receive some supplemental funding from the Pending NV Energy Contract for administrative work performed directly under that contract.

Funding the proposed CBA for the Senior Wildland Fire Crew Member, Wildland Fire Equipment Operator and Wildland Fire Crew Member positions:

Rate increases under the NDF Grant and NV Energy Stand-by Contract can fund increased benefits for the Senior Wildland Fire Crew Member, Wildland Fire Equipment Operator and Wildland Fire Crew Member positions from April 7, 2023 until those funding sources expire.

Presently, the City charges the following rates to the NDF Grant and NV Energy Stand-by Contract, which is sufficient to cover benefits under the Wildland Fire Employees' Benefits Manual, but not the proposed CBA:

Senior Wildland Fire Crew Member	\$42.00/hr
Wildland Fire Equipment Operator	\$36.00/hr
Wildland Fire Crew Member	\$30.00/hr

In order to pay the benefits set forth in the proposed CBA, the City will need to increase the rates charged to the NDF Grant and NV Energy Stand-by Contract, as follows:

Senior Wildland Fire Crew Member	\$55.00/hr
Wildland Fire Equipment Operator	\$49.00/hr
Wildland Fire Crew Member	\$39.00/hr

Two proposed amendments to the NDF Grant are being considered by the Board at its April 6, 2023, meeting, through which (1) the end date of the NDF Grant is established as May 31, 2023, and (2) NDF acknowledges the City's updated rate structure and authorizing the City to charge at the increased rates.

In addition, the City has provided NV Energy with notice of the increased service rates, and it responded that "NV Energy supports the increased hourly rate for the fire stand-by and fuels mitigation services that Carson City provides to NV Energy. The increased rates will be eligible for reimbursement starting on April 7, 2023 if approved by the Carson City Board." The NV Energy Stand-by Contract allows the City to adjust its rates based on cost changes; therefore, the City's notice of changing costs and NV Energy's acceptance will be sufficient to adjust rates under the NV Energy Stand-by Contract.

The rate increases noted above will be included in the new contract with NV Energy to ensure benefits under the proposed CBA can be paid. NV Energy was consulted throughout the negotiations process on the kind and extent of benefits eligible for coverage under the Pending NV Energy Contract.

Funding the proposed CBA for the Fuels Management Grants Administrator position:

The SNPLMA Grant was recently renewed for a new term ending November 17, 2028, in the amount of \$2,036,493. The SNPLMA Grant will be sufficient to fund the Fuels Management Grants Administrator position during the term of the proposed CBA. Further, it is anticipated that the Fuels Management Grants Administrator position will receive some supplemental funding through the Pending NV Energy Contract.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 288

Financial Information

Is there a fiscal impact? No

If yes, account name/number: Grant Fund, Fire Department - All Salary and Benefit Accounts
2752505-50XXXX - Grant Number - G254521001

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Explanation of Fiscal Impact: All salary and benefit increases under the CBA are 100% grant- and/or contract-funded, if the grant funding goes away so do the positions. Additionally, there is 10% administrative time built into the NDF/NVE grant and/or contract; therefore, the Fuels Management Grants Administrator position will direct bill time to the NDF/NVE grant and/or contract as needed to administer

the program. All other time of the Fuels Management Grants Administrator is charged through a SNPLMA Grant. Positions are expected to continue through the SNPLMA Grant and the Pending NV Energy Contract and have already been included into the FY 2024 budget.

Alternatives

Do not approve the collective bargaining agreement and/or provide alternative direction to staff.

Attachments:

[1 - Proposed Wildland CBA.pdf](#)

[3 - NVE Ltr to City re Inc Rates.pdf](#)

[2 - CCFD-NVE Stand-by Contract.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

COLLECTIVE BARGAINING AGREEMENT

between

Carson City

and the

**Carson City Fire Fighters Association, Local #2251 of the International Association
of Fire Fighters on behalf of the Carson City Wildland Firefighters**

(Effective from date of last required signature hereto and expiring June 30, 2026)

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Article 1 PREAMBLE AND CAPITALIZED TERMS

Preamble:

This Collective Bargaining Agreement is entered into by and between the Consolidated Municipality of Carson City, and Local # 2251, I.A.F.F., Carson City Fire Fighters Association on behalf of the Wildland Firefighters.

The purpose of this Agreement is to achieve and maintain a harmonious working relationship between the parties, to provide a procedure for equitable and peaceful resolution of differences which may arise, and to establish proper standards for wages, hours and other conditions of employment.

Capitalized Terms:

Capitalized terms used throughout this Collective Bargaining Agreement shall have the meanings given to them in this section unless otherwise specified.

Agreement: This Collective Bargaining Agreement.

Association: Local #2251, I.A.F.F., Carson City Fire Fighters Association.

Association Member(s) or Member(s): All members of the Association that are Wildland Firefighters.

Employer or City: The Consolidated Municipality of Carson City.

Part-Time Employees: Employees who are hired by the City for less than or equal to 1039 hours over the course of a fiscal year.

Seasonal Employees: Employees who are hired by the City for a term of six months or less over the course of a fiscal year.

Wildland Firefighters: Carson City Fire Department grant- or contract-funded employees that (1) are full-time employees, not Part-Time Employees or Seasonal Employees; (2) are employed in a position requiring a certificate from the National Wildfire Coordinating Group (e.g., S-130, S-190); and (3) are assigned to the Fire Prevention Division to primarily perform wildland fuels reduction projects, which includes, but is not limited to, the following positions: Senior Wildland Fire Crew Member (which may alternatively be labelled as Engine or Crew Boss), Wildland Fire Crew Member (which may alternatively be labelled as Wildland Firefighter Type 2), Wildland Fire Equipment Operator, or Fuels Management Grants Administrator.

Article 2 RECOGNITION

2.1 Employer recognizes the Association as the exclusive bargaining agent for all employees of the Carson City Fire Department who are Wildland Firefighters.

Article 3 STRIKES, LOCKOUTS AND DISCRIMINATION

3.1 Association or Association Members will not strike against Employer under any circumstances. As used in this article, "strike" means any concerted:

- (a) Stoppage of work, slowdown or interruption of operations by Association or Association Members;
- (b) Absence from work by Association or Association Members upon any pretext or excuse which is not founded in fact; or
- (c) Interruption of the operations of Employer by Association or Association Members.

3.2 Employer will not lock out, restrain, coerce, interfere with, or discriminate against, Association or Association Members because of membership in Association or lawful activity on behalf of Association or Association Members.

3.3 Employer will not discriminate against any Association or its Association Members on the basis of race, color religion, sex, sexual orientation, gender identity or expression, age, disability or national origin, or because of political or personal reasons or affiliations.

Article 4 MANAGEMENT RIGHTS

4.1 Consistent with NRS Chapter 288 (Local Government Employee- Management Relations), those subject matters which are not within the scope of mandatory bargaining and which are reserved to the Employer without negotiations include:

- (a) The right to hire, direct, assign or transfer an Association Member, but excluding the right to assign or transfer an Association Member as a form of discipline.
- (b) The right to reduce in force or lay off any Association Member because of lack of work or lack of funds, subject to procedures for reduction in work force set forth in Article 29.
- (c) The right to determine:
 - (1) Appropriate staffing levels and work performance standards, except for safety considerations;

- (2) The content of the workday, including without limitation workload factors, except for safety considerations;
- (3) The quality and quantity of services to be offered to the public;
- (4) The means and methods of offering those services; and
- (5) That City's general funds shall not be used for Association Member salary, benefits, or other costs associated with Association Members and their duties.

(d) Safety of the Public.

Article 5 SALARIES

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Association Members will be paid in accordance with the compensation established for the occupied position as set forth in Appendix A.

Article 6 MERIT SALARY INCREASES

6.1 Upon the recommendation of the Fire Chief, and subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Association Members shall receive annual merit increases in increments of 3.5% per year, provided the Association Member receives a "meets expectations" or better evaluation. See Appendix A. Merit increases shall be effective on the Association Member's anniversary date.

6.2 Merit salary increases must be approved by the Fire Chief.

6.3 Except as provided in paragraph 6.4 & 6.5 of this article, a merit salary increase is paid from the date the Association Member became eligible for such increase.

6.4 If a merit salary increase is denied:

- (a) because the Association Member did not receive a "meets expectations" or better on the Association Member's evaluation, and the Fire Chief in his or her sole discretion decides to offer the Association Member the opportunity to cure some deficiency to achieve a "meets expectations" rating, then any merit increase will take effect upon the Fire Chief's written determination that the Association Member has fully cured the specific deficiency or deficiencies the Fire Chief gave the Association Member the opportunity to cure; or

(b) due to some Employer error, as determined by the Fire Chief, then the merit increase retroactively takes effect on the day Association Member's merit increase would have taken effect if Employer's error had not occurred.

6.5 If a merit salary increase is not approved, the reasons therefore shall be submitted in writing to the Association Member.

Article 7 HOURS OF WORK

7.1 Association Members will work ten (10) hour shifts for an average of forty (40) hours per week for a total of 2,080 hours per year.

Article 8 OVERTIME

8.1 Association Members who, at the request of their supervising Battalion Chief and subject to available grant- and/or contract-funding, work hours outside their regular shift or hours in excess of their regular shift shall be entitled to overtime pay at the rate of one-and-one half (1.5) times their regular pay, for each hour, or portion thereof, of overtime worked. Overtime pay shall be earned in increments of one-half (½) hour.

8.2 Overtime pay will be added to the Association Member's pay for the period in which the overtime is worked, as reported on the Association Member's time sheet.

8.3 If an Association Member is requested by his or her supervising Battalion Chief to report for work during hours outside his or her regular shift, he or she shall receive a minimum of two hours of overtime pay.

8.4 If an Association Member reports for work during his or her regular shift, or reports for work after being recalled, but is relieved from duty by his or her supervising Battalion Chief because of lack of work, said Association Member shall receive a minimum of two hours of regular pay.

8.5 Annual leave, sick leave and approved holidays off shall be considered hours worked for the purpose of computing overtime.

Article 9 WILDLAND FIRE SUPPRESSION, FUELS MANAGEMENT, AND OTHER STAFFING

9.1 Wildland Fire Suppression Staffing

Unless otherwise required by the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, the Employer shall not permit or require Association Members to engage in wildland fire suppression activity without a minimum of three (3) qualified individuals to perform suppression activity on a wildland engine.

9.2 Wildland Fuels Management Staffing

Unless otherwise required by the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, the Employer shall not permit or require Association Members to perform fuels management work involving felling trees, operating dangerous tools or equipment (like chippers, masticators, chainsaws, or similar), working at dangerous heights, or similar activities without a minimum of two (2) qualified individuals to perform that fuels management work.

9.3 Other Staffing

Unless a minimum staffing standard is specifically identified in Sections 9.1 or 9.2 above, and unless otherwise required by the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, this Agreement does not limit Employer's discretion regarding minimum staffing.

9.4 Mandatory Retention and Recall

In the circumstances described below, Association Members may be mandatorily retained or recalled by the Fire Chief or the supervising Battalion Chief, and Association Members must comply with that directive for mandatory retention or recall. Association Members are subject to mandatory retention and recall when—in the discretion of the Fire Chief, supervising Battalion Chief, or the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions:

- (a) There is an ongoing emergency;
- (b) There is a "Red Flag" warning;
- (c) Necessary for the health, welfare, and/or proper maintenance of animals used for wildland fuels management, which includes, but is not limited to providing water to sheep or goats grazing to reduce wildland fuels; or
- (d) Necessary to timely complete a time-sensitive task which, without mandatory retention or recall, will not be timely completed and some concrete, adverse consequence is reasonably expected to arise as a result of untimely completion. In this instance, the Fire Chief or supervising Battalion Chief will provide as much advance notice as is practicable concerning the possibility of mandatory retention or recall.

Mandatory retention or recall procedures will be subject to any Fire Department standards or policies governing mandatory periods of rest. If the mandatory retention

or recall results in an Association Member exceeding his or her regular shift or work hours, the Association Member will be paid in accord with Article 8.

Article 10 TEMPORARY DUTY PAY

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, whenever an Association Member is detailed to a higher position for which that Member is qualified, said Member shall receive an additional 10% of his/her base wage for each of the higher ranks being filled. Upon termination of the temporary assignment, the Association Member shall return to his/her original compensation. Any such pay will be paid on the payroll for the pay period within which the temporary duty assignment was performed. For the purposes of this article rank shall be, in descending order, as follows: Senior Wildland Fire Crew Member, Wildland Fire Equipment Operator, Wildland Fire Crew Member. The Fuels Management Grants Administrator is not eligible for temporary duty pay.

Article 11 HOLIDAYS AND HOLIDAY PAY

11.1 The following days shall be observed as legal holidays:

New Year's Day	(January 1)
Martin Luther King's Birthday	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4th)
Labor Day	(First Monday in September)
Nevada Day	(Last Friday in October)
Veterans' Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Family Day	(Friday after fourth Thursday in November)
Christmas Day	(December 25)

Or any other day that may be appointed by the President of the United States, the Governor of the State of Nevada, or the City's Board of Supervisors for public fast, thanksgiving, or as a legal holiday.

11.2 Holiday Falling Within Vacation Period

If a legal holiday falls on an Association Member's approved annual leave day, that day shall not be charged to annual leave.

11.3 Holiday Observance

- (a) When a designated holiday falls on a Saturday, the Friday before will be observed as the holiday and when a designated holiday falls on a Sunday, the Monday after will be observed as the holiday.
- (b) Association Members who work a four-day workweek will be granted a day off within the pay period if the holiday does not fall on their regular workday.
- (c) For non-standard workweek Association Members who normally work on a Saturday or Sunday, if a holiday from Section 11.1 actually falls on a Saturday or Sunday on which the Association Member is working a normal shift, such day shall be granted as a holiday for purposes of Section 11.5 (Pay for Work on Holiday). That non-standard workweek Association Member shall not earn additional holiday time for the Friday or Monday that is observed as the holiday for standard workweek employees.

11.4 Computing Holiday Pay

Holiday pay will be based upon the Association Member's regular hourly wage for the number of hours in his or her regular workday. Such computation will be exclusive of overtime pay.

11.5 Pay for Work on Holiday

- (a) An Association Member who is required to work on a holiday which falls on the Association Member's regular day off shall receive two and one half (2.5) times the regular rate of pay for hours worked. An Association Member who is required to work on a holiday which falls on the Association Member's regular workday shall receive two (2) times the regular rate of pay for hours worked.
- (b) The City must make contributions to the Public Employee's Retirement System (PERS) in accordance with State law and PERS policies.

Article 12 EDUCATIONAL COSTS & INCENTIVE PAY

12.1 Educational Costs

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, and subject to pre-approval from the Fire

Chief, Employer will pay all costs associated with Member attending educational and training courses related to the mission of Wildland Firefighter positions.

However, Association Member must repay any such costs to Employer if Association Member fails to (1) pass a pass/fail course; (2) obtain a grade of C (70%) or better in a graded course; or (3) present proof that the Association Member passed or received a grade of C (70%) or better (as applicable) within 60 days of the issuance of final grades for the course. Any such repayment must be made within 30 days of a demand for repayment from Employer.

12.2 Incentive Pay

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Association Members are eligible for incentive payments on the following schedule:

(a) For post-secondary degrees, if approved by the Fire Chief, Association Member is entitled to receive 2.5%, added biweekly, for an Associate's degree or a Bachelor's degree in a field that, in the discretion of the Fire Chief, is related to Wildland Firefighter positions.

(b) For EMS certificates issued by the Nevada Department of Health and Human Services, Association Member (except Fuels Management Grants Administrator) is entitled to receive the greater of either:

(1) 2%, added biweekly, for Members who hold, and maintain in good standing, an EMT Basic certificate; or

(2) 4%, added biweekly, for Members who hold, and maintain in good standing, an EMT Advanced certificate.

(c) For Association Members expected to fluently speak and/or read and write in Spanish at least three (3) times per week, 2.5%, added biweekly, for the duration of any such assignment. The Fire Chief has the final authority to determine whether the use of Spanish is expected. The City may require testing to determine whether the Employee is fluent in Spanish so as to be eligible for this benefit.

12.3 All incentive pay provided in this article shall be paid as a percentage of base pay. There shall be no compounding of additional pay.

Article 13 TRADING

This Article does not apply to the Fuels Management Grants Administrator.

13.1 Permissibility of Trading, Generally

At the time of this Agreement, trading is not feasible due to the number of Wildland Firefighter positions and current shift scheduling. However, generally speaking, the practice of trading work hours or shifts, is permissible under this Agreement, subject to: (1) adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, and (2) Employer, in its sole discretion, opting to maintain two or more shifts that do not entirely overlap.

13.2 Permissibility of Specific Trades

In the event that trading becomes possible under the terms of Section 13.1, Association Members may exchange or trade work hours or shifts provided it does not interfere with the operation of the Fire Department and subject to prior approval of the Fire Chief or his designee. Association Members who agree to such trading shall hold the Employer harmless for the failure of the other Association Member to pay back traded time.

Three-way trades are permissible but must be rank for rank, except where the Association Member filling in for the shift traded is determined by the Fire Chief or his designee to be qualified to perform all of the duties and responsibilities of the position being manned, either by being designated to serve in an acting capacity in that position or otherwise being fully qualified for the position being manned.

An Association Member who agrees to work a trade is responsible for filling the shift the Member agreed to work, at no cost to the City. Any Association Member who fails to fulfill a shift trade agrees to repay the City for all overtime, temporary duty, or other costs resulting from the Member's failure. Repayment will be made over a period of four (4) pay periods for such costs, unless the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions require repayment sooner, in which case the Association Member must make repayment as required by that grantor(s) and/or contract obligor(s).

Article 14 PAYROLL DEDUCTIONS

14.1 Association Members may authorize biweekly deductions from their wages for Association dues, group insurance and deferred compensation programs approved by Employer, and such other purposes as Employer may approve. Such authorizations must be filed with the Finance Department on forms provided by Employer.

14.2 An authorization for payroll deductions shall remain in effect until it is rescinded by the Association Member. However, if the Association Member's wages for any pay period are less than his total authorized deductions, no deductions shall be made for the pay period and the Association Member will hold the Employer harmless for nonpayment of these deductions.

14.3 The Association shall indemnify and defend against any claims made or actions filed against the Employer as a result of its compliance with this Article.

Article 15 RETIREMENT CONTRIBUTIONS

The terms "Regular Employee Retirement Fund" and "Police and Firefighter's Retirement Fund" refer to retirement funds with the Nevada Public Employees' Retirement System.

15.1 Currently Association Members are included in the Regular Employee Retirement Fund.

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Employer will make retirement contributions to the Police and Firefighter's Retirement Fund instead of the Regular Employee Retirement Fund for any Association Member holding a position that, pursuant to a formal and final decision from Nevada PERS, should be part of the Police and Firefighter's Retirement Fund. Employer will not make retirement contributions to the Police and Firefighter's Retirement Fund for any Member unless and until Nevada PERS issues a formal and final decision holding that the Police and Firefighter's Retirement Fund is the appropriate fund for the Member's position.

Notwithstanding the foregoing, for the Fuels Management Grants Administrator position, Employer will only make contributions to the Regular Employee Retirement Fund.

15.2 If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund or the Regular Employee Retirement Fund in an amount of 1.5 % or less, the City will pay one half of the increase up to .75%, and the appropriate Association Member's salary will be reduced by one half of the increase up to .75%, however, subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, the City will increase the appropriate Association Member's salary on the effective date of the reduction in salary in an amount equal to the reduction made to the appropriate Association Member's salary.

15.3 If PERS or the Nevada State Legislature takes any single action to increase the total contribution rate for the Police and Firefighter's Retirement Fund or the Regular Employee Retirement Fund in an amount that exceeds 1.5%, the City will pay one-half of the increase and the appropriate Association Member's salary will be reduced by one-half of the increase, however, subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, the City will increase the appropriate Association Member's salary .75% on the effective date of the reduction. (Any amount over 1.5% will be split equally between the City and the appropriate Association Member.)

Article 16 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

16.1 Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Employer will provide all uniforms, work clothing, boots, and personal protective equipment ("PPE") needed by Association Members to perform their assigned work duties. A committee comprised of Wildland Firefighters and a supervising Battalion Chief will make recommendations to the Fire Chief regarding what uniforms, work clothing, boots, and PPE are needed, with the final discretionary decision left to the Fire Chief. In addition, Employer will replace such uniforms, work clothing, boots, and PPE whenever the supervising Battalion Chief deems necessary, with the approval of the Fire Chief or the Chief's designee.

16.2 To the extent NFPA safety standards apply:

- (a) Uniforms, work clothing, boots, and PPE shall conform to all current NFPA safety standards at the time of purchase.
- (b) Existing uniforms, work clothing, boots, and PPE shall have been in compliance with the edition of the NFPA standard that was current when those items were manufactured.
- (c) Replacement uniforms, work clothing, boots, and PPE shall be in compliance with the current edition of the NFPA standards.
- (d) New hire uniforms, work clothing, boots, and PPE shall be in compliance with the current edition of the NFPA standards.
- (e) Variances or exceptions to NFPA standards can only be made if approved by the Association Members, acting through the Association, and the Fire Chief. Any such variance shall be in writing and signed by the Association President and the Fire Chief, or the designee of either of them.

Article 17 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, and upon the discretionary approval of the Fire Chief, the Employer shall reimburse Association Member for the costs of repairing or replacing authorized personal property required by the Employer which is lost, damaged or stolen in the performance of duty within thirty (30) days of notification of the Fire Chief as follows:

17.1 Watches up to a maximum of \$50.00 in repair or replacement costs.

17.2 Prescription eyeglasses up to a maximum of \$300.00 of repair or replacement costs.

Article 18 GROUP LIFE INSURANCE

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, Employer shall pay one hundred percent (100%) of the premium for a \$50,000.00 policy of group term life insurance for each Association Member.

Article 19 GROUP HEALTH INSURANCE

All Association Members, except those on temporary status and those excluded from enrollment by the terms and conditions of the insurance contract, may enroll in Employer's group health insurance plan, and shall be covered after a waiting period in accordance with City policy.

19.1 Employer-Employee Share of Premium

(a) Employer shall pay 100% of the Association Member's premium for group health insurance coverage and 65% of any dependent's group health insurance coverage for the cost of the plan selected by the Association Member except that the Employer will only pay 50% of dependent coverage if the Association Member elects coverage under the high deductible plan. If the Employer only offers a high deductible plan to its employees, then Association Members will receive a subsidy of 65% toward the covered dependent's group health insurance premiums under that plan.

19.2 Health Insurance Upon Retirement

(a) The Association Member shall have the option of converting the health insurance coverage at the time of his separation from employment by Employer

by commencing to pay 100% of the total premium, prior to the retirement language below.

(b) For retired Association Members that meet the eligibility requirements set forth here in Section 19.2, Employer will pay 90% of retiree group health, dental, vision and life insurance coverage premiums, plus 50% of the spouse's and eligible dependent's premium for health, dental and vision except as provided below. The Employer agrees to cover eligible retirees and dependents, as the term "dependents" is defined in the Employer's group insurance plans in existence on the date Association Member qualifies for benefits described here in Section 19.2, under the group insurance plans offered to active Association Members, as modified from time-to-time.

(1) In order to be eligible for the benefits provided in this Section 19.2(b), the Association Member-retiree will have (i) a minimum of 20 continuous years of full time bargaining unit service with the Carson City Fire Department; and (ii) shall have actually retired under the Nevada PERS retirement qualifications in existence on the date of the retirement.

(2) The Employer will pay premiums for:

(I) The eligible Association Member-retiree, from the effective date of Nevada PERS retirement until death. After the retiree reaches the eligibility age for federal benefits under Medicare or age 65, whichever occurs first, the health insurance coverage premium paid by the Employer on behalf of the retiree will be reduced to either (i) 50% of the "single employee with Medicare premium", or (ii) the payment to which the retiree would otherwise be entitled under the then existing Employer policy or regulation providing for insurance payments for retired City employees, were the retiree eligible for insurance contribution under the policy or regulation. The retiree shall, in the retiree's sole discretion, elect between (i) and (ii), at the time of Medicare eligibility. Under both (i) and (ii) such coverage under the Employer's group insurance plan is secondary to Medicare coverage. Provided that, if Medicare age has been increased beyond age 65, the 50% payment under (i) shall apply to the "Employee without Medicare" premium. In the event the Employer eliminates the policy or regulation for subsidizing payment of retiree health insurance, any retiree who elected (ii)

above shall automatically revert to receiving the benefits specified in (i) above.

In order to receive payment under either (i) or (ii), the retiree must comply with any requirements pertaining to Medicare, which are imposed by the Employer's insurance carrier, as a precondition to being eligible to qualify as a retiree covered by the insurance plan, as modified from time-to-time, or required by law.

(II) The spouse of the eligible Association Member-retiree (current at time of the employee's separation from the Employer) until death or divorce. After the spouse reaches the eligibility age for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the Employer on behalf of the spouse will be reduced to 25% of the "single dependent with Medicare" premium. After reaching the eligibility age for federal benefits under Medicare, such coverage under the Employer's group insurance plan is secondary to Medicare coverage. In order to receive payment once the spouse has reached the eligibility age for federal benefits under Medicare, the spouse must comply with any requirements pertaining to Medicare, which are imposed by the Employer's insurance carrier, as a precondition to being eligible to qualify as a spouse covered by the insurance plan, as modified from time-to-time, or required by law. In the event a retiree remarries after separation from the Employer, the spouse will not be included in the health insurance premium subsidy.

(III) Dependents (current at time of the Association Member-retiree's separation from the Employer), as defined by the rules of the Employer's Group Health Insurance Plan in effect at the time of separation. After the dependent reaches the eligibility age for or is otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first, the health insurance coverage premium paid by the Employer on behalf of the dependent will be reduced to 25% of the "single dependent with Medicare premium." After reaching the eligibility age for, or if otherwise eligible for federal benefits under Medicare, such coverage under the Employer's group insurance plan is secondary to Medicare coverage. In order to

receive payment once the dependent has reached the eligibility age for or is otherwise eligible for federal benefits under Medicare, the dependent must comply with any requirements pertaining to Medicare, which are imposed by the Employer's insurance carrier, as a precondition to being eligible to qualify as a dependent covered by the insurance plan, as modified from time-to-time, or required by law.

(3) In the event of death of the Association Member-retiree, the spouse will continue to receive the subsidy benefit until death or remarriage subject to requirements in Section 19.2(b)(2)(II). Dependents, as defined in Section 19.2(b)(2)(III), will continue to receive benefits in the event of the death of the employee/retiree, as long as they meet the definition of dependents in the City Group Health Insurance Plan in effect at the time of retirement.

(4) In the event of a catastrophic injury or medical illness which forces an Association Member who has not reached 20 years of service to retire from service of the Carson City Fire Department under NRS 616 and 617 (Work Related Injury or Illness) or as a Nevada PERS disability retirement, this benefit will be prorated for the Association Member at 5% per year of service with the Carson City Fire Department in Association Member's bargaining unit, but only after the Association Member has worked for the Carson City Fire Department for ten (10) years in Association Member's bargaining unit, up to a maximum of 90% and subject to the provisions of Section 19.2(b)(2)(I) above concerning the bargaining unit employee reaching the eligibility age for or being otherwise eligible for federal benefits under Medicare, or age 65, whichever occurs first. The prorated benefit at ten years starts at 50%. The benefit under this subparagraph (i.e. Section 19.2(b)(4)) does not apply to spouse or dependents and does not trigger any spousal or dependent benefits under this Article.

(5) If the benefits provided to Association Member-retirees, their spouse and dependents under this Section 19.2(b) are modified (reduced or eliminated) in the future by mutual agreement of the Employer and the Association, including modification resulting from binding fact-finding or interest arbitration pursuant to NRS Chapter 288, such modification shall not apply to Association Member-retirees, their spouses and dependents then receiving the benefits, and the Association Member-retiree, their

spouse or dependent shall continue to receive the benefit on the basis specified by the collectively bargained agreement in effect as of the date of Association Member's eligibility for benefits under Section 19.2(b).

Article 20 PHYSICAL EXAMINATIONS

20.1 Employer shall pay for any physical examinations of Association Members that are required by NRS 617.455(2) and NRS 617.457(4). Such examinations shall be performed by the Employer's physician.

20.2 Employer shall also provide an annual hearing test by a qualified person for each Association Member.

20.3 Employer shall also provide at its expense immunizations and screening as are necessary to comply with all applicable OSHA, Federal, State, and local regulations and such additional immunizations and screening as deemed necessary by the Fire Chief.

20.4 The parties recognize the Employer's right to develop and adopt minimum physical fitness standards which are based on the essential functions of the Association Member's job description and to institute a mandatory physical fitness training program to ensure that all Association Members are able to meet minimum physical fitness standards on an annual basis. Failure to meet the minimum physical fitness standards may lead to suspension, demotion, or termination of the Association Member.

By agreeing to this provision, the Association does not approve any specific physical fitness standard adopted by the Employer and reserves all rights to challenge the job-related validity or other aspects of the standard to the extent that such challenge is not in conflict with the Employer's rights under NRS 288.150(3).

Article 21 ANNUAL LEAVE

21.1 For the purpose of this Article, all benefits are subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions. Also for the purposes of this Article, the term "continuous service" means that service commencing with appointment to a position with the Employer and continuing until resignation or discharge.

21.2 Accrual Rate

(a) Association Members shall accrue annual leave at the following rates:

Continuous Service	Accrual
0 - 12 months	6 hrs. per month
13 - 24 months	8 hrs. per month

25 - 60 months	10 hrs. per month
Over 60	14 hrs. per month
Maximum accumulation	300 hrs.

(b) Annual leave shall accrue for each pay period in which the employee is in full-pay status.

(c) An Association Member's accumulated annual leave may never exceed 300 hours, regardless of the Association Member's years of service, and accruals in excess of 300 hours will be forfeited.

21.3 Association Members shall be paid their regular hourly rate for annual leave used.

21.4 **Becoming Ill While on Annual Leave.** If an Association Member submits satisfactory evidence that the Member suffered from a qualifying illness during annual leave, that Member shall be granted sick leave for the period of the Association Member's illness to the extent that the Association Member is entitled to such leave under the provisions of the applicable Sick Leave Article, and the portion of the Association Members lost vacation time for which sick leave was granted shall be credited to the Association Member. For the purposes of this Section "qualifying illness" means the Member was hospitalized for (1) illness or other medical condition, or (2) that the Association Member was ill or injured for at least 2 consecutive days, with or without hospitalization.

21.5 **Minimum vacation time.** The minimum period of annual leave that may be used for Association Members shall be four (4) hours. Fractions of an hour shall be rounded off to the next whole hour.

21.6 **Annual Leave upon Separation:** Upon separation, the Association Member will receive a lump sum payment for all accumulated unused annual leave at 100% the current contract salary unadjusted for retirement. No Association Member shall be paid for accumulated leave upon termination of service unless employed six months or more.

21.7 **Death of Employee.** Upon the death of an employee, a lump sum payment for his accrued annual leave will be made to his beneficiary or estate, upon receipt of proof of death and beneficiary.

Article 22 MILITARY LEAVE

An Association Member who is an active member of the Nevada National Guard or any reserve component of the United States Armed Forces shall, upon request, be relieved

from his Fire Department duties to serve under orders for military duty, without loss of pay or accrued annual leave, for a period not to exceed fifteen (15) workdays in any calendar year.

Article 23 SICK LEAVE

23.1 For the purpose of this Article, all benefits are subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions.

23.2 Unused days of sick leave each year will be allowed to accumulate without limit for use purposes.

23.3 Association Members shall earn sick leave at the rate of six (6) hours per month for the first year.

23.4 After one year of continuous employment, Association Members shall earn sick leave at the rate of 10 hours per month.

23.5 Association Members shall earn up to a maximum of 120 sick hours per year, at full salary, and shall be used for personal illness or disability; personal medical appointments, quarantine, or communicable disease; maternity; paternity; adoption; or illness, disability, or communicable disease in the immediate family. "Immediate family" is anyone covered under the FMLA.

23.6 Employees, upon death or retirement, having a minimum of 400 hours of unused earned sick leave and the below listed years of Carson City service shall be compensated for all hours up to 1080 at the following rates:

Service Years	Maximum %
10-14	33 1/3%
15-19	50%
20-24	75%
25 plus	100%

Regardless of length of service, an Association Member who dies in the line of duty shall have 100% of his or her sick leave paid out to his or her designated beneficiary or his or her estate if the Association Member has not designated a beneficiary.

23.7 Minimum Sick Leave to be Taken: The minimum sick leave to be taken at one time by an Association Member shall be four (4) hours. Fractions of hours of sick leave shall be considered as the next largest whole hour.

Article 24 WORKERS' COMPENSATION LEAVE

Absence due to injury arising out of and in the course of employment and subsequently deemed to be compensable by the City's Claim's Administrator shall not be charged against an Association Member's sick leave for a period not to exceed ninety (90) calendar days from the date of injury. During this time, the Employer shall provide full salary to the Association Member upon the condition that the Association Member shall endorse and deliver to the employer any benefits received pursuant to NRS Chapters 616A to 617, inclusive.

- (a) If an Association Member is released to light duty by his or her treating physician, the Association Member agrees to return to work and be placed on a light duty assignment.
- (b) If an Association Member is unable to return to work upon the expiration of ninety (90) calendar days, accrued sick leave shall be used to supplement Workers' Compensation benefits in order to receive full salary. Such accrued sick leave shall be charged only to the extent not reimbursed pursuant to NRS Chapters 616A to 617, inclusive.
- (c) When accrued sick leave has been exhausted, if the Association Member is still unable to work, accrued annual leave shall be used to supplement benefits in order to receive full salary. Such accrued annual leave shall be charged only to the extent not reimbursed pursuant to NRS Chapters 616A to 617, inclusive.
- (d) When accrued annual leave has been exhausted, the Association Member shall receive no additional compensation from the Employer.
- (e) If an Association Member is injured on the job and as a result can no longer perform the essential functions of said job, the City, upon receiving a release from the Association Member's physician, shall attempt to place the Association Member in a temporary light duty position. If the Association Member is provided a temporary light duty position, he or she shall continue to receive his or her regular salary and benefits provided under this Agreement. Such light duty may be temporary and need not be in an authorized position. An Association Member who is released by his or her physician to return to the job held at the time of the injury, must return to work at that position. If the Association Member's physician determines that the Association Member will be permanently unable to return to his or her original position, the City shall comply with NRS 616C.530.

(f) Association Member benefits, sick leave and annual leave shall continue to accrue so long as the Association Member is eligible for full salary as provided above.

Article 25 COURT LEAVE

25.1 For the purpose of this Article, all benefits are subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions.

25.2 If an Association Member is summoned for jury duty on his or her regular workday, he or she shall receive full pay but shall refund any compensation received for jury duty to employer.

25.3 An Association Member summoned for jury duty on his or her regular workday shall be excused for his or her entire shift. However, if the Association Member is excused from jury duty before 5:00 p.m. and is not required to appear for jury duty the next day, the Association Member shall return to the workplace to complete his or her regularly assigned shift.

25.4 If an Association Member is compelled to appear by subpoena or other order on his or her regular workday in any judicial or administrative proceeding as a defendant to an action arising out of his or her employment, or as a witness to observations or knowledge received in the course of his or her employment, he or she shall receive full pay but shall refund any witness fee to Employer.

25.5 If an Association Member's presence is required outside the Association Member's regular shift to give a testimony or a statement concerning observations or knowledge made or obtained in the course of his or her employment, at a deposition by subpoena, for an interview, at the direction of the District Attorney, or at the direction of the Fire Chief, the Association Member will be paid overtime for the time required for such an appearance, if the Fire Chief or his designee has approved of the appearance in advance. No court leave or overtime pay is allowed for an Association Member's time when the Association Member initiated the action which requires the Association Member's presence.

Article 26 LEAVE OF ABSENCE

Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, leave, with or without pay, may be granted to Association Members pursuant to the terms of Employer's rules, regulations and policies governing leaves of absence.

Article 27 ASSOCIATION BUSINESS

Association Members may donate a maximum of one hundred (100) hours of leave per year to be utilized for Association business of Association Members at no cost to the Employer. Use of this leave shall be subject to approval by the Fire Chief or his/her designee and such leave shall not impair the operations of the Fire Department or the grant(s) or contract(s) funding the Wildland Firefighters.

Article 28 BULLETIN BOARDS

Employer will provide adequate bulletin boards at each Fire Station for the exclusive use of Association.

Article 29 WORK FORCE REDUCTION PROCEDURES

29.1 Layoffs arising from the loss of grant(s) or contract(s) funding specific positions shall be limited only to the positions affected by that loss of grant- or contract-funding.

29.2 Layoffs shall proceed in ascending order of seniority for Association Members. Seniority ranking will be determined based on the date of hire as Wildland Firefighters within the Carson City Fire Department.

Article 30 GRIEVANCE PROCEDURE

For the purposes of this Article, the term "administrative working days" means Monday through Friday, except holidays recognized under Article 11.

Any dispute, claim or grievance arising out of or relating to the interpretation or the application of this Agreement shall be settled in the following manner:

Grievance Procedures When Member Is Not Terminated or Demoted:

30.1 The grievance procedures at 30.1 to 30.5, inclusive, apply to all grievances, except those in which the Member alleges Employer improperly terminated the Member's employment or improperly demoted the Member.

30.2 The grievant shall present a written grievance to the Fire Chief within fifteen (15) administrative working days of the time that the grounds for grievance are known or reasonably should have been known.

30.3 If the Fire Chief denies the grievance or fails to respond to the grievance within ten (10) administrative working days, the grievant shall submit the grievance to the City's Human Resources Department within five (5) working days to initiate mediation, which is the next step of the Agreement's grievance procedure. If the grievance is timely submitted to the Human Resources Director, the Human Resources Director shall, by

written notice to all parties concerned within five (5) working days of receipt of the written grievance, direct that the parties proceed to non-binding mediation. Mediation should be held within twenty-one (21) working days of the written notice provided by the Human Resources Director unless mutually agreed upon by the City and the Association. The parties agree that a request for a mediator shall be made by the Human Resources Director to the Federal Mediation and Conciliation Services ("FMCS"). Unless otherwise agreed by the parties, mediation shall be confidential, and any settlement offers made during mediation shall be kept confidential by the parties if the matter is referred to arbitration. Any costs of mediation shall be split equally between the Association and the City.

30.4 If the grievance is not resolved through mediation, any party dissatisfied with the outcome of the grievance may submit the grievance to arbitration by notifying the other party in writing within ten (10) administrative working days of the date that the mediation was held. If a grievance is not timely submitted to arbitration after mediation, the grievance shall be non-arbitrable and deemed denied or settled on the basis of the last administrative decision. If the parties are unable to agree upon an arbitrator, the party initiating the arbitration shall request a list of seven (7) arbitrators from the FMCS or the American Arbitration Association ("AAA"). Failure to make a written request for a list within thirty (30) administrative working days after dispatch of the notice to the other party will constitute a waiver of arbitration and a denial or settlement of the grievance on the basis of the last administrative decision. Within five (5) administrative working days after receiving a list of arbitrators from the applicable arbitration service, the parties shall either mutually agree upon an arbitrator or select their arbitrator from the list by alternately striking one name until the name of only one arbitrator remains, and that remaining arbitrator will be selected to hear the dispute in question. The Association shall strike the first name.

30.5 The Arbitrator shall convene a hearing as soon as reasonably possible at the mutual convenience of the Arbitrator and the parties. The expenses for witnesses or counsel for either side shall be paid by the party producing such witnesses or retaining such counsel. A stenographic record shall be taken by a certified reporter of each hearing. The parties agree to split the costs associated with the reporter. The arbitrator's fees and expenses shall be assessed by the Arbitrator on either or both parties in his or her discretion.

Grievance Procedures When Member Is Terminated or Demoted:

30.6 The grievance procedures at 30.6 to 30.11, inclusive, apply solely to grievances in which the Member alleges Employer either improperly terminated the Member's employment or improperly demoted the Member. For all other grievances, the procedures are 30.1 to 30.5, inclusive, govern.

30.7 The grievant shall present a written grievance to the Fire Chief (or his/her designee), with a copy simultaneously presented to the Employer's Human Resources Director (or his/her designee), within three (3) administrative working days of the date on which the grievant's termination or demotion becomes effective.

30.8 The Fire Chief will respond to the grievance in writing within two (2) administrative working days, with the response stating whether the termination or demotion will be reversed. If the Fire Chief fails to respond within two (2) administrative working days, the grievance is deemed denied with the termination or demotion affirmed.

30.9 If the termination or demotion is not reversed, the grievant may submit a demand for binding arbitration to AAA within three (3) administrative working days of the Fire Chief's decision described at Section 30.8. Any such demand to AAA must be simultaneously submitted to Employer's Human Resources Director. The grievance will be adjudicated under AAA's Expedited Labor Arbitration Rules.

30.10 All parties and the Arbitrator must make all reasonable efforts to complete the arbitration hearing within 30 days of the arbitration demand.

30.11 The expenses for witnesses or counsel for any party shall be paid by the party producing such witnesses or retaining such counsel. The Arbitrator's fees and expenses shall be split equally between the Association and the City.

Rules Applicable to All Grievances

30.12 The following rules (30.12 to 30.16, inclusive), apply to all grievances, regardless of whether the grievance falls within the procedures described at 30.1 to 30.5 or the procedures described at 30.6 to 30.11.

30.13 The Arbitrator shall have no authority to amend or delete any of the terms of this Agreement or any Employer rules, regulations, and policies.

Decision of the Arbitrator shall be based solely on the evidence and arguments presented by the parties at the arbitration hearings, and the decision of the Arbitrator shall be final and binding except as provided by law.

30.14 Time limits described in this article are intended to expedite the grievance procedure. Failure of the aggrieved Association Member(s) to comply with this article within the set time limits shall constitute a waiver of the grievance. Any time limits may be extended by mutual written agreement of the parties which shall not be unreasonably withheld.

30.15 Unless the grievance is brought by the Association itself, the Fire Chief will neither settle nor deny the grievance without first notifying the Association that the grievance has been filed. In all instances in which the Association has not brought the grievance it will have the right to intervene. If the Association has not demanded arbitration, it shall not be responsible for any fees or expenses under Section 5. If an individual Association Member demands arbitration, the Arbitrator may require the payment of one-half the estimated cost of the arbitration in advance of any hearing. If the payment is not made, the grievance shall be deemed denied or settled on the basis of the last administrative decision.

30.16 The parties acknowledge that Association Members have personal rights under federal and state law to sue their employer, including but not limited to claims under Title VII of the Civil Rights Act of 1964 (as amended), the Americans with Disability Act (as amended), the Age Discrimination in Employment Act (as amended), and NRS Chapter 613 (collectively, "Employment Discrimination Laws"). The parties acknowledge that Association Members may allege grievances based on the same facts, transactions, or occurrences which would invoke their personal rights to sue the Employer under Employment Discrimination Laws. Under such circumstances, the parties agree that Association Members must make an election on whether to request arbitration under this Section or file a personal lawsuit against the Employer, but the Association Member may not seek relief through both an arbitration under this Agreement and a personal lawsuit against Employer. Therefore, if an Association Member requests arbitration for such a matter, the Association Member waives the right to bring a personal lawsuit against Employer under the Employment Discrimination Laws; conversely, if the Association Member brings a lawsuit against Employer under the Employment Discrimination Laws, the Association Member waives the right to arbitration on such a matter through the Agreement.

Article 31 LAWSUITS AGAINST EMPLOYEES

31.1 Employer shall provide for the defense, including the defense of cross-claims and counterclaims, of any Association Member in any civil action brought against that person based on any alleged act or omission relating to his employment if:

(a) Within fifteen (15) days after service of a copy of the summons and complaint or other legal document commencing the action, the Association Member submits a written request for defense to the Fire Chief and the Carson City District Attorney; and

(b) The District Attorney has determined that the act or omission of which the action is based appears to be within the course and scope of employment and appears to have been performed or omitted in good faith.

31.2 The District Attorney shall determine as promptly as possible whether or not to tender the defense of the person submitting the request. Until the decision is made, the District Attorney shall take appropriate action to defend or otherwise protect the time of the person submitting the request to file a responsive pleading.

31.3 In any case in which the District Attorney determines not to defend, he shall give written notice to the person who requested the defense either:

(a) Ten (10) days before the date and answer of other responsive pleading must be filed with the court; or

(b) If the defense has been commenced, twenty (20) days before the time an application is made with the court to withdraw as the attorney of record.

31.4 At any time after the District Attorney has appeared in any civil action and commenced to defend any Association Member, the District Attorney may apply to any court to withdraw as the attorney of record for that person based upon:

(a) Discovery of any new material fact which was not known at the time the defense was tendered and which would have altered the decision to tender the defense;

(b) Misrepresentation of any material fact by the person requesting the defense, if that fact would have altered the decision to tender the defense if the misrepresentation had not occurred;

(c) Discovery of any mistake of fact which was material to the decision to tender the defense and which would have altered the decision but for the mistake;

(d) Discovery of any fact which indicates that the act or omission on which the civil action is based was not within the course and scope of employment or was wanton or malicious;

(e) Failure of the defendant to cooperate in good faith with the defense of the case; or

(f) If the action has been brought in a court of competent jurisdiction of this State, failure to name Employer as a party defendant, if there is sufficient evidence to establish that the civil action is clearly not based on any act or omission relating to the Association Member's employment.

31.5 If any court grants a Motion to Withdraw on any of the grounds set forth in subsection 4, Employer has no duty to continue to defend any person who is the subject of the Motion to Withdraw.

31.6 If Employer does not provide for the defense of an Association Member, and if it is judicially determined that the action arose out of an act or omission of that person during the performance of any duty within the course and scope of his employment and that his act or omission was not wanton or malicious, Employer shall be liable to that person for reasonable expenses in carrying on his own defense, including court costs and attorney's fees.

31.7 Employer may provide for the defense of any Association Member who is entitled to a defense from Employer by tendering the defense to an insurer who, pursuant to a contract of insurance, is authorized to defend the action.

31.8 At any time after a written request for defense is submitted to the District Attorney, the person requesting the defense may employ his own counsel to defend the action. At that time, Employer is excused from any further duty to represent that person and is not liable for any expenses in defending the action, including court costs and attorney's fees.

31.9 In any civil action brought against any Association Member in which a judgment is entered against him based on any act or omission relating to his employment, Employer shall indemnify him unless:

(a) The Association Member failed to submit a timely request for defense;

(b) The Association Member failed to cooperate in good faith in the defense of the action;

(c) The act or omission of the Association Member was not within the scope of his or her employment; or

(d) The act or omission of the Association Member was wanton or malicious.

Article 32 RULES AND REGULATIONS

32.1 Association Members shall comply with all grant- and contract-funding terms and conditions that apply to their positions.

32.2 Carson City’s Administrative Policies and Procedures Manual (“City Policies”) and the Carson City Fire Department Rules, Regulations, Standard Operating Procedures, General Orders, Directional Memorandums, and other policies (“CCFD Policies”), including the Carson City Fire Department Drug and Alcohol Free Workplace Policy (“CCFD Drug & Alcohol Policy”), in effect upon execution of this Agreement shall be incorporated herein. However, the Fire Chief shall have discretion to make, amend, or delete during the term of this Agreement, any rule, regulation or policy which is not a subject of mandatory bargaining. If any part of this Agreement conflicts with said City Policies or CCFD Policies, this Agreement shall supersede and govern. Both City Policies and CCFD Policies apply to Association Members, but when City Policies and CCFD Policies conflict such that one such policy cannot be followed without violating the other, CCFD Policies will govern.

32.3 Any amendment is effective the date of posting and all Association Members who are not on shift at the time of posting are bound by such policies at the end of the next shift those Association Members complete.

32.4 Any amendment of a City Policy or CCFD Policy which is a subject of mandatory bargaining must comply with the procedure set forth in Article 33.

32.5 If a City Policy or CCFD Policy is amended, added or deleted and the Association believes the change affects a subject of mandatory bargaining, the parties agree that the grievance process of Article 30 is applicable to resolve the question of whether the change is a change to a subject of mandatory bargaining.

Article 33 AMENDMENT PROCEDURE

This Agreement cannot be amended during its life unless the parties agree to do so in a written amendment.

Article 34 CORRECTIVE ACTION AND PERSONNEL FILES

34.1 Employer shall provide for implementation of a personnel file review system. Employer shall establish the right of any Association Member to review their personnel file upon request in the Human Resources Department. However, this right shall be limited to the individual Association Member to review his/her own personnel file. An Association Member may, with proper release forms, permit his/her personnel file to be reviewed by a party so authorized, upon presentation of properly executed forms to the

Human Resources Director. Association Members are encouraged to place in their files any educational or other accomplishment that serves to recognize an achievement bearing on both the Association Member and the Employer. If an Association Member reviews his or her personnel file under this policy and believes that personnel file is inaccurate or misleading, the Association Member may prepare and present to the Human Resources Director a clarifying statement pertaining to the document in question for inclusion in the personnel file.

34.2 Corrective and Disciplinary Actions

An Association Member's failure to follow Employers rules and procedures, including those references in Article 32 and the terms and conditions of grants and contracts applicable to Association Members, is subject to discipline.

As a general policy, discipline shall be administered or imposed to fit the circumstances on a basis of progressive discipline. No discipline shall be imposed except for just cause.

(a) Verbal Warnings

In a minor offense, a verbal warning may be given to an Association Member.

(b) Warning Letter

A letter of warning may be given to an Association Member, in relatively serious cases and/or as part of a progressive disciplinary process. A copy of the letter shall be filed with the Association Member's service record in the Human Resources Department and one copy shall be furnished to the Association Member. A letter of warning shall remain with an Association Member's service record for a period of 18 months, at which time the letter will be removed at the request of the Association Member. Further, after those 18 months, regardless of whether the letter of warning is actually removed, no further reference will be made to it for progressive discipline.

(c) Suspension Without Pay

Where the offense is a serious one, and/or as part of a progressive disciplinary process, the Employer may, on written notice suspend an Association Member from work, without pay, for a period not to exceed 30 calendar days, according to the gravity of the offense and the previous record of the Association Member concerned. A copy of the notice shall be filed with the Association Member's service record in the Human Resources Department, and one copy shall be furnished to the Association Member. A written notice of suspension will remain

in the Association Member's service record; however, after 18 months, if requested by the Association Member, the Fire Chief has the discretion (but not the obligation), to order that the notice of suspension for an Association Member be removed from his or her record.

(d) Demotion and Dismissal

When other forms of discipline or corrective action have proved ineffective, or when the seriousness of the offense or conditions warrant, the Fire Chief may demote or dismiss an Association Member for just cause.

(e) Specificity of Charges

All disciplinary actions, except verbal warnings, shall be given to an Association Member in writing, and shall state the date and nature of the offense, and the specific reason, rule, regulation, ordinance, law or policy violated. The written charge shall be signed by both the Fire Chief and the Association Member. However, the Association Member's signature does not constitute an admission of guilt, but merely an acknowledgment of receipt of the charge. Nothing in this section (or any other portion of Article 34.2) is intended to require, or prohibit, the written memorialization of any verbal warning.

(f) Dispute over Discipline

If there is any dispute between the Employer and the Association and/or an Association Member concerning the existence of good and sufficient cause for discipline, such dispute shall be adjusted as a grievance in accordance with Article 30 of this Agreement.

34.3 The Employer may use written counseling statements for the annual evaluation of the Association Member and such statements do not constitute discipline.

Article 35 SAVINGS CLAUSE

35.1 This Agreement is the entire agreement of the parties.

35.2 Except as provided in the Article governing Reservation of Rights, this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between Employer and Association.

35.3 If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any federal law, Nevada Revised Statute or the Carson City Charter, the validity of the remaining provisions shall not be affected, and the rights and

obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

Article 36 RESERVATION OF RIGHTS

Any presently existing right or benefit established solely between Wildland Firefighters and Employer, whether monetary or otherwise, and whether created by prior contract, rule, regulation or policy, or established custom of the Carson City Fire Department, shall be retained unless such right or benefit is specifically modified or deleted by this Agreement or the grantor and/or contract document(s) funding the Wildland Firefighter positions.

Article 37 SAFETY AND HEALTH

37.1 Employer and Association have a Joint Safety Committee, established through a separate Collective Bargaining Agreement between Employer and Association concerning non-supervisory Fire Suppression, Fire Prevention, and BLS members ("Firefighter CBA").

37.2 Association Members wishing to bring the existence of some safety hazard to the Joint Safety Committee may do so through the Association. It is Association's sole responsibility to properly raise safety hazards communicated to Association by Association Members. Safety hazards raised by the Association, on behalf of Association Members, will be treated the same as safety hazards raised through the Firefighter CBA.

Article 38 COMMUNICABLE DISEASE

In the event an Association Member or his/her supervisor becomes aware of reasonable grounds to believe that the Member (1) has been exposed to a serious communicable disease in the course of duty, or (2) is the carrier of a serious communicable disease that could spread to co-workers or the public during the normal course of Member's duties, the Member shall be taken immediately to an emergency hospital or other appropriate medical provider for initial diagnosis and treatment with that initial visit paid for by the Employer. Any leave required under this Article will be provided through Article 23 or Article 24.

For the purposes of this Article, a communicable disease is deemed "serious" if the Centers for Disease Control or other reputable communicable disease authority recommends that post-exposure testing or treatment (including prophylaxis) be commenced within 48 hours of exposure.

Article 39 ADOPTION AND DURATION OF AGREEMENT

39.1 This Agreement shall become effective the first full pay period following ratification and execution by both parties and shall remain in effect until June 30, 2026 unless changed as provided herein.

39.2 Subject to adequate funding and approval from the grantor(s) and/or contract obligor(s) funding the Wildland Firefighter positions, this Agreement shall automatically be renewed from year to year thereafter. If either party desires to make a change, they shall notify the other party in writing of the article and/or section of the article that they desire to negotiate.

39.3 If either party desires to negotiate changes in any article or section of this contract, it shall give written notice to the other party of the desired changes before February 1st, of each year.

39.4 The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial Fact Finder at any time for his findings. The Fact Finder shall make recommendations on any unresolved issues.

39.5 If the parties have not reached an agreement within ten (10) working days after the Fact Finder's Report is served, all issues remaining in dispute shall be submitted to an arbitrator.

39.6 NRS Chapter 288 shall govern fact-finding and arbitration between the parties.

39.7 In the event that future agreements are not reached prior to July 1st of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1st of the year negotiations commenced.

Article 40 PROMOTIONAL VACANCIES

40.1 Vacancies

All promotional vacancies shall be filled by candidates that meet the minimum requirements of the position, as established by the Employer.

40.2 Notice

Notice of all promotional vacancies for Wildland Firefighters within the Carson City Fire Department shall be given to Association Members for a period of not less than 15 calendar days prior to the last date for application or the date scheduled for testing, whichever is earlier.

Article 41 WAIVER OF AMBULANCE FEES.

Association Members and their dependents (husbands, wives, and children) will not be billed for any ambulance fees charged by the Carson City Fire Department which are not covered by insurance.

Article 42 LONGEVITY PAY

42.1 The Plan

(a) Each year as of July 1st, Association Members who have completed five (5) years of continuous service as Wildland Firefighters in the Carson City Fire Department are eligible to receive an additional ½% in longevity incentive pay, to be paid once a year, and calculated based on the Association Member's regular, annual salary rate (e.g. excluding overtime, incentive pay, and similar). For every additional year of continuous service after the fifth year, Association Members are eligible for an additional ½% per year up to a maximum potential longevity incentive pay benefit of 8%.

(b) Except as provided in this Article, an interruption in continuous service as a Wildland Firefighter with the Carson City Fire Department terminates the Association Members' eligibility for longevity pay, unless the interruption was due to a lay-off.

(c) Except as provided in this Article, no year(s) of service before the interruption may be counted in determining the Association Members' subsequent eligibility.

42.2 Association Members' Evaluation under the Plan

(a) An Association Members' performance must be rated "meets expectations" or better on the last performance evaluation for him/her to be eligible for additional pay pursuant to Section 42.1(a).

(b) If an Association Members' performance was not rated during the previous 12 months, his/her performance is assumed to be "meets expectations".

42.3 Dates of Payment and Eligibility

(a) Payment for longevity under this Article will be made the last pay day in July of each year.

42.4 Eligibility under Particular Circumstances

- (a) An Association Member who is on leave without pay for an entire six-month period of qualification is not entitled to pay for longevity for that period.
- (b) An Association Member who retires and applies for retirement or who dies during the annual qualifying period is eligible for longevity pay.
- (c) An Association Member who is laid off and is rehired within one year from the date of lay off is eligible for pay for longevity he or she would have earned if he or she had not been laid off.
- (d) If an Association Member who is eligible for military reemployment has been reemployed, the time during which he or she was not employed by the Employer because of his military service will be counted when determining the rate for longevity. The person is not eligible for payment for the time not employed by the Employer.

Article 43 MINIMUM TRAINING, LICENSING AND CERTIFICATION

43.1 All Association Members must acquire and continuously maintain all requisite certifications for their positions. All Association Members must have and maintain a valid driver's license, first aid and CPR certificates, the NWCG certificates listed in their job descriptions, and any other certificates or licenses required by the Fire Chief or the grants and/or contracts funding the Association Member's position.

If an Association Member fails to maintain the required certification or licensing as set forth above, he or she will be placed on administrative leave without pay for up to sixty (60) calendar days in order to obtain the certification or licensing. If he or she fails to obtain the certification after sixty (60) calendar days, he or she will be terminated.

The sixty (60) calendar days to cure a lapsed license or other required certificate shall not accrue when an Association Member is on approved FMLA leave. If an Association Member is on approved FMLA leave when the Association Member's driver's license or other required license or certificate lapses, the sixty (60) calendar days of unpaid leave to cure the lapsed license or certificate will not commence until the Association Member is no longer covered by approved FMLA leave. Similarly, if an Association Member begins approved FMLA leave after the sixty (60) calendar days have begun accruing, but before the expiration of those sixty (60) calendar days, the accrual of the sixty (60) calendar days of unpaid leave to cure the lapsed license or certificate will be tolled until the Association Member is no longer covered by approved FMLA leave. If an Association Member fails to secure a valid driver's license or other required license or certificate at the conclusion of sixty (60) calendar days, calculated as described above to ensure none

of those sixty (60) calendar days accrued during approved FMLA leave, the Association Member will be terminated.

43.2 Employer will provide Association Members the time and opportunity to complete all training necessary to maintain qualifications and certifications required under their job descriptions as well as current EMS certifications.

Article 44 TRANSFER OF OPERATIONS

The City agrees not to sell or convey or cause to sell or convey or otherwise transfer or merge its operations to or with a fire district as established under NRS 474 without first securing an agreement with the successor to (1) retain all existing bargaining unit personnel, without reductions of position or rank, and (2) assume all the terms and conditions of this Agreement, including the Employer's obligations under this Agreement until the Agreement has expired.

IN WITNESS WHEREOF, the City and the Association have caused this Agreement to be duly executed by their authorized representatives as follows:

CARSON CITY

ASSOCIATION

By: _____
Lori Bagwell, Mayor

By: _____
Bryon Hunt, President

Date: _____

Date: _____

Attest:

By: _____
William Scott Hoen, Clerk-Recorder

Appendix A SALARIES

Fiscal Year - 2023 - 2026

Rates:

<u>Position*</u>	<u>Hourly Rate</u>		<u>Salary</u>	
	<u>Bottom</u>	<u>Top</u>	<u>Bottom</u>	<u>Top</u>
Wildland Fire Crew Member	\$ 24.6615	\$ 27.3426	\$ 51,295.92	\$ 56,872.61
Wildland Fire Equipment Oper	29.5938	32.8112	61,555.10	68,247.30
SR Wildland Fire Crew Member	35.5619	39.4281	73,968.75	82,010.45
Fuels Mngt Grants Admin	36.2159	40.1532	75,329.00	83,518.60

* Position Titles are subject to change.



3/21/2023

Hello Adam

Thanks for providing the updated Carson City wildland crew hourly rates for the NV Energy contract that we currently have with Carson City. NV Energy supports the increased hourly rate for the fire stand-by and fuels mitigation services that Carson City provides to NV Energy. The increased rates will be eligible for reimbursement starting on April 7, 2023 if approved by the Carson City Board. NV Energy looks forward on working with Carson City on a new contract in the coming months.

Sincerely,

A handwritten signature in black ink that reads "Mark Regan". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mark Regan
Fire Chief/Fire Mitigation Specialist

Carson City Fire Department



Notice of Rate Change:
Personnel Rates for
Hazardous Fuels
Management

Carson City Fire Department

Fuels Management Services Overview

Personnel Costs Provided in Initial Proposal: On October 15, 2020, Carson City and Sierra Pacific Power Company d/b/a NV ENERGY ("NV Energy") entered into a Hazardous Fuels Management & Stand-by Services Contract expiring June 30, 2023 ("Contract"). That Contract incorporates Carson City's Hazardous Fuels Management & Stand-by Services Proposal for NV Energy ("Proposal"). The Contract and Proposal provide that the Carson City Fire Department ("CCFD") will provide services on a time and materials basis, with rates based on actual costs, which may differ from rates provided in the Proposal. The Proposal provided the following hourly rates for Wildland Fuels personnel reimbursement:

- Senior Crew Member \$42.00/hr
- Equipment Operator \$36.00/hr
- Crew Member \$30.00/hr

Notice of Updated Personnel Costs: The Carson City Fire Department must increase its hourly rates for Wildland Fuels personnel reimbursement for the remainder of the Contract term, as follows:

- Senior Crew Member \$55.00/hr
- Equipment Operator \$49.00/hr
- Crew Member \$39.00/hr

This rate change will take effect on the first full Carson City pay period following the adoption of a collective bargaining agreement which includes the personnel noted above. Therefore, the earliest anticipated date for these updates fees to go into effect is April 7, 2023.

**MASTER SERVICES SHORT FORM CONTRACT
BETWEEN
NEVADA or SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY
AND
CARSON CITY FIRE DEPARTMENT
FOR
HAZARDOUS FUELS MANAGEMENT & STAND-BY SERVICES**

Nevada Power Company d/b/a NV ENERGY and Sierra Pacific Power Company d/b/a NV ENERGY, both Nevada corporations, (collectively "Company"), having offices located at 6226 W. Sahara Avenue, Las Vegas, Nevada 89146, and Carson City, a consolidated municipality and political subdivision of the State of Nevada, through the Carson City Fire Department, ("Contractor"), having its principal place of business at 777 S. Stewart Street, Carson City, NV 89701, enter into this Master Services Short Form Contract ("Contract"), meaning these terms and conditions, the Purchase Order, all documents incorporated by reference on the face of the Purchase Order or attached thereto (including without limitation statements of work, specifications or scope documents), and all exhibits and amendments to all such documents as of the date of execution by the Parties below ("Effective Date"). Company and Contractor individually may be referred to as a "Party" and collectively as "Parties."

BACKGROUND: The Parties recognize the importance of the elimination of fire hazards in accordance with Carson City Municipal Code 14.02.005(B). This Contract represents cooperative and pre-emptive implementation of the requirement to eliminate fire hazards. Specifically, Contractor will provide Hazardous Fuels Management & Stand-by Services for Company in accordance with Carson City Municipal Code 14.02.005(B) and as more particularly described in the Contract. Contractor desires to perform the Services for Company and represents to Company that Contractor and its personnel have the experience, qualifications, and capabilities necessary to complete performance. The Contract will be administered by Contractor's Wildland Fuels Management Program.

The Contract consists of this Agreement, and all incorporated exhibits and attachments found in the document entitled "Hazardous Fuels Management & Stand-by Services Proposal for NV Energy." Signing by both Parties' authorized agents constitutes a legal obligation to perform the Contract under the terms and conditions stated herein.

IN WITNESS WHEREOF, execution by both Parties shall constitute the Effective Date of the Contract.

~~Nevada OR~~ Sierra Pacific Power Company
d/b/a NV ENERGY
"Company"



By (Signature)

~~NAME~~ Mark Regan
~~Title~~ Fire Mitigation Specialist/Fire Chief

10/15/2020

Date

Carson City, through the Carson City Fire
Department
"Contractor"



By (Signature)

Sean Slamon
Fire Chief

10/15/2020

Date

1. **DEFINITIONS.** The following terms, in their singular and plural forms, shall have the following meanings when used in this Contract.
 - (a) "Price" means the consideration to be paid by Company to Contractor as specified in the document entitled "Hazardous Fuels Management & Stand-by Services Proposal for NV Energy."
 - (b) "Purchase Order" or "PO" means the document which is used to engage Contractor to provide Work pursuant to the terms and conditions set forth in this Contract.
 - (c) "Services" means the services to be provided or performed by Contractor under the Contract as specified in the document entitled "Hazardous Fuels Management & Stand-by Services Proposal for NV Energy."
 - (d) "Term" means period commencing upon the Effective Date and expiring June 30, 2023, unless earlier terminated as provided herein.
 - (e) "Work" means all Services and Materials provided by Contractor as specified in Exhibit A, Scope of Work, and Exhibit B, Pricing Schedule, in the document entitled "Hazardous Fuels Management & Stand-by Services Proposal for NV Energy," which is incorporated in this Contract.

2. **PURCHASE ORDERS.** At any time after this Contract is executed, Company may submit a PO to Contractor to request Work under this Contract. POs should be submitted to:

Dave Ruben
Battalion Chief
777 S. Stewart Street
Carson City, NV. 89701
(775) 887-2210
druben@carson.org

A PO must, at a minimum, indicate which Work is requested, the location of the desired Work, any special requirements about the location or the Work, and include all of the information required by Section 7 as it relates to Company.

Contractor will schedule and perform the Work upon request, taking into consideration Contractor's public safety functions and obligations, unless a different time is agreed upon in writing by the Parties. Contractor will, in its sole discretion, supervise, manage, operate, control, and direct performance of the details of any Work.

For emergency fuels management, stand-by requests, or other Work that is to be performed on an emergency basis or at a Company specified time, Contractor's Work is complete when Contractor leaves the work site.

For non-emergency fuels management, or other Work where the precise timing of performance is within Contractor's discretion, Contractor shall notify Company when the Work is finished. For purposes of this Section, notice may be by formal notice under Section 7, informal notice by email to the contact person specified on the PO, or any other method of notice agreed upon by the Parties. Within 30 days after receipt of the notification, Company may inspect the Work and request that Contractor remedy deficiencies in the Work, if any. If Company does not request that Contractor remedy any deficiencies, the Work shall be deemed complete and accepted by Company 30 days after receipt of the notification.

3. INVOICING. Upon completion of the Work by Contractor, Contractor will submit an invoice to Company for payment. Each invoice Contractor submits for payment must contain, at a minimum, the following information:

- (a) A valid Company PO number, including the leading zeros;
- (b) The PO Revision Number, if applicable;
- (c) The full name of Company personnel who requested the expenditure (to the extent available);
- (d) Contractor's legal entity name and mailing address and the full name, title, and telephone number of its contact person;
- (e) Contractor's remittance address if that address is different from its mailing address;
- (f) A unique invoice number;
- (g) Invoice date, its due date, and the terms of any early payment discount. Invoices for Work shall not have an invoice date that is more than three (3) days prior to the expected arrival of the invoice to Company's Accounts Payable department;
- (h) Separate invoice lines for material and labor with appropriate tax applied to material portion only;
- (i) Tax shown as a separate line item, as applicable;
- (j) A separate invoice line for miscellaneous charges;
- (k) Total invoice amount and any supporting documentation; and
- (l) To the extent applicable, signed lien waivers and releases from Contractor and all its subcontractors and suppliers in form and substance satisfactory to Company ("Lien Waivers").

Contractor shall submit invoices to the Company by either email or standard mail as follows:

- Email invoice to: APinvoice@nvenergy.com. The email must contain only one (1) PDF file, with the invoice as first document and any backup as additional pages. There will be only one (1) attachment per email.
- Mail all invoices to: NV Energy, Accounts Payable Processing Center, P.O. Box 10100, Reno, NV 89520-0024

Company may dispute any amounts on an invoice by providing Contractor notice of any disputed amount within 30 days of the date of the invoice. Contractor and Company agree to resolve any disputed amounts under the Dispute Resolution section of this Contract.

4. PAYMENT. Upon receipt of an invoice, Company will pay Contractor for Work accepted and completed, but Company has the right to withhold payment on any disputed amount. Company will pay the undisputed amount of an invoice within thirty (30) days of receipt of invoice. Company will pay a disputed amount, if owed, within thirty (30) days after Company and Contractor have resolved the dispute.

If Contractor or any subcontractor or supplier asserts or files a lien or claim against the Work or Company or any of its property, Company may set off the amount of that lien or claim against any amount Company or any of its affiliates owes Contractor.

If Company withholds any amount under this this Section, Company and Contractor may pursue any other right or remedy they may have. All of Company's and Contractor's rights and remedies under this Contract, any other PO or contract and laws are cumulative.

5. TAXES. Unless specifically stated otherwise on the face of the Purchase Order, the Price includes all taxes and duties arising out of Contractor's performance hereunder, including without limitation sales and use taxes, all import or export duties and value-added taxes, all of which shall be paid by Contractor. Contractor shall comply with all applicable laws and regulations governing such taxes and duties. In

the event Contractor fails to comply with such tax laws and regulations, Contractor shall indemnify Company against any liabilities including judgments, interest, penalties, costs and attorneys' fees incurred directly or indirectly by Company. Such indemnification shall exist for a period of two (2) years beyond the expiration date of the applicable statute of limitations period for governmental action to recover for nonpayment of taxes.

- 6. **RECORDS AND AUDIT.** Contractor shall keep accurate and complete accounting records in support of any cost-based billings and claims to Company in accordance with generally accepted accounting principles. Company, or its audit representatives, shall have the right, after reasonable notice, to examine, audit, and copy the records, vouchers, and other source documents which relate to any claim for compensation other than pricing elements which are fixed in amount by the Contract. Such documents shall be available for examination, audit and reproduction for four (4) years after completion or termination of the Contract.
- 7. **NOTICE.** Any notice by either Party to the other shall be delivered to the office of the designated representative of the other Party, or, if deposited in the mail properly stamped with the required postage and addressed to the office of such representative. The Parties' designated representatives and addresses for purposes of notice shall be as set forth on the face of any Purchase Order. Either Party may change the name or address of the designated recipient of notices by delivery of written notice of such change as provided for in this Section.

Banking Information Changes: Requested changes to Contractor's banking information must be independently verified with Contractor and may take 60 days or more to process. Company shall continue to use Contractor's previous banking information during the verification period unless an exception is approved by Contractor. Company shall not be liable for late fees or interest on any late or missed payments due to Contractor's requested changes that could not be reasonably verified by Company. Changes to Contractor information will be confirmed by Company with the following Contractor staff.

Contractor Chief Fiscal Officer: Dave Aurand	Contractor Senior Manager: Name:	Contractor Program Manager: Dave Ruben
Business Manager	Title:	Battalion Chief
777 S. Stewart Street	777 S. Stewart Street	777 S. Stewart Street
Carson City, NV. 89701	Carson City, NV. 89701	Carson City, NV. 89701
(775)887-2210	(775)887-2210	(775)887-2210

Contractor website: www.carson.org

In the event that Contractor does not have additional staff, Company may seek other means necessary to verify the information with Contractor including, but not limited to, verifying Contractor's banking information via in person meeting or conference call between Company, Contractor and Contractor's authorized bank.

- 8. **CREDENTIAL REQUIREMENTS.** As its profession requires, Contractor represents and warrants that it has the proper credentials to perform the Work in the State of Nevada and is properly licensed, registered, or certified for the performance or provision of Work in the State of Nevada, and that any subcontractor is properly licensed, registered, or certified for its part of the Work.

9. INSURANCE. Contractor shall, prior to commencing any Work, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A:-VII or better such insurance as will protect Contractor from liability and claims for injuries and damages which may arise out of or result from the Work and for which Contractor may be legally liable, whether such operations are by Contractor or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall insure the risks associated with the Work and the Contract with the minimum coverages and limits as set forth below:

- (a) General liability insurance, with a combined \$10 million single limit for each occurrence and \$10 million in the annual aggregate;
- (b) Automobile liability insurance, with a combined \$10 million single limit for each accident;
- (c) Workers compensation insurance or self-insurance per statutory requirements;

Contractor shall provide a "Certificate of Insurance" showing compliance with the requirements set forth herein. Contractor shall include Company as an "Additional Insured" under all liability policies, stating that the insurance is primary with respect to Company's interest and that any liability insurance maintained by Company is excess and not contributory, providing for separation of insured coverage, and providing waivers of subrogation on general liability, automobile liability and workers compensation coverage. Contractor shall notify Company immediately if at any time any one of Contractor's insurers issues a notice of cancellation for any reason and shall provide proof of replacement insurance prior to the effective date of cancellation. A certificate of insurance shall be furnished to Company confirming the issuance of such insurance prior to commencement of Work.

10. INDEMNIFICATION. 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 arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents.

11. LIMITATIONS OF LIABILITY. Contractor will not waive and intends to assert all available defenses and limitations contained in NRS Chapter 41. Company's indemnification obligations to Contractor for tort actions will also be limited by the amount set forth in NRS 41.035, unless Contractor's tort liability is not limited by NRS 41.035. Any claims by Contractor against Company shall be limited to the amount of the statutory limitations on liability available to Contractor.

NEITHER PARTY SHALL BE LIABLE UNDER THIS CONTRACT FOR ANY LIQUIDATED, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

The Parties agree that, in the event a Party is awarded attorney's fees against the other Party, for any reason arising out of this Contract, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour.

12. SITE REGULATIONS. Contractor, while performing Work at Company's designated work site, shall make itself aware of and adhere to any applicable Company work site regulations including without limitation environmental protection, loss control, dust control, safety and security. Company shall provide a copy of the regulations to Contractor. Company's regulations are not a part of this Contract.

13. COMPLIANCE WITH LAWS REPRESENTATIONS. Contractor represents and warrants: (i) that there are no agreements or arrangements that would prevent Contractor's performance hereunder; (ii) that it shall comply with all applicable local, state and federal laws.

Equal Opportunity Employer. Without limiting the generality of the foregoing, Contractor and any Subcontractors shall abide by the requirements of 41 CFR §60, 41 CFR §300, 41 CFR §741, and Executive Order 11246, as amended. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor and any Subcontractors shall also abide by the requirements of Executive Orders 11625 and 13170 (utilization of disadvantaged business enterprises), Executive Order 13665 (pay transparency) and the Small Business Act, as applicable.

- 14. SAFETY and COMPLIANCE.** Contractor shall plan and direct the performance of Work in compliance with Contractor’s applicable safety policies and shall supervise all activities to ensure that its personnel and subcontractors use proper safety equipment and comply with all applicable laws.

Contractor’s Obligation to Report an Incident. Contractor must immediately report to the Company Project Manager any injury or illness, any vehicle-related incident, or any other near miss (collectively referred to in this provision as “incident”) occurring during Work performance on the Company’s Contractor Incident Report form.

Contractor’s Obligation to Cooperate with Investigation. Contractor must fully cooperate with Company and any other agency investigating incidents that occur during Work performance, including interviews of Contractor’s personnel.

- 15. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS.** In case of a conflict in the provisions of this Contract, a PO, and the Exhibits to this Contract, the provisions in this Contract shall control, followed by the provisions in a PO, followed by the provisions in the Exhibits.

16. TERM AND TERMINATION

- (a) **Term:** The term of this Contract begins upon the Effective Date and expires on June 30, 2023, unless earlier terminated as provided herein.
- (b) **Termination Without Cause:** This Contract may be terminated for any reason by either party by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 90 calendar days from the date of service of the notice.
- (c) **Termination for Cause:** Either party may terminate this Contract immediately (i) for failure to perform any material obligation under this Contract; (ii) for any representation that was materially false or misleading; (iii) the filing by or against either party of a proceeding under any bankruptcy or similar laws; or (iv) Contractor’s repeated, willful or reckless violation of OSHA regulations, safety laws, or Company’s safety requirements. A repeated violation exists when similar serious safety violations occur more than once within a three (3) year period, whether in connection with the Work or otherwise.
- (d) **Termination by Non-appropriation:** Contractor may terminate its participation in this Contract effective immediately by providing written notice if for any reason the Contractor’s funding source is not appropriated or is withdrawn, limited, or impaired. The Company will make reasonable efforts to ensure payment for services rendered by the Contractor. The Company shall agree to hold

the Contractor free from any charges or penalties except for those already incurred through the date of notice of cancellation.

(e) **Termination of Agreement Due to Emergency or Exigent Circumstances:** The Contractor may, at its discretion, terminate this Contract should it determine an emergency situation exists that requires the resources dedicated to NV Energy are otherwise needed in execution of its lawful, or statutory duties.

(f) **Winding Up Affairs Upon Termination:** The Parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract.

17. COMMENCEMENT OF WORK. Contractor shall not commence any Work until the fully executed Contract is returned to the Contractor, and a PO is delivered to Contractor. Contractor shall not be compensated for Work performed prior to such time.

18. FORCE MAJEURE. Neither party shall be liable for failure or delay in performance due to acts of God or the public enemy, good faith compliance with any lawful governmental order, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of a party. The affected party shall notify the other party in writing as promptly as is reasonable, describing the cause and the estimated duration of delay. The affected party shall use commercially reasonable efforts to avoid or remove such cause and continue performance.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from NV Energy may be open to public inspection and copying. The Contractor has a legal obligation to disclose such information unless a particular record is made confidential by law. NV Energy may label specific parts of an individual document as “trade secret” or “confidential” in accordance with NRS 333.333, provided that NV Energy agrees to indemnify and defend the Contractor for honoring such a designation. The failure to so label any document that is released by the Contractor shall constitute a complete waiver of any and all claims for damages caused by any release of records. Upon Company’s request, Contractor shall promptly return to Company all such materials and copies thereof.

20. RELATIONSHIP OF PARTIES. Contractor is an independent contractor, and shall have the sole right to supervise, manage, operate, control, and direct performance of the details of any Work under this Contract. Nothing herein shall be deemed to create an employment, partnership or agency relationship between Company and its employees, agents, or representatives and Contractor and its employees, agents, or representatives.

21. DISPUTE RESOLUTION. Each Party must attempt to resolve any dispute in good faith promptly by the Parties’ appointed designated representatives. Each Party must provide to the other Party all information and documentation on which the party relies to substantiate its position in the dispute, excluding information and documents protected by the attorney-client or the attorney work product privileges or made confidential by federal confidentiality laws (e.g., HIPAA). If the Parties do not resolve a dispute through negotiation within thirty (30) days after one Party gives the other Party written notice of a dispute, then either Party may pursue all remedies available to it by law, subject to the limitations in this Section and this Contract.

22. GOVERNING LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Contract is governed by the laws of the State of Nevada. The Parties irrevocably submit to the exclusive jurisdiction of the courts located in Carson City, Nevada for the resolution of any dispute relating to this Contract. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION

WITH THE CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

- 23. ASSIGNMENT AND SUBCONTRACTING.** Neither Party shall assign this Contract without the prior written consent of the other Party. Contractor shall not subcontract the Work without the prior written consent of Company.
- 24. NON-EXCLUSIVE RIGHTS.** Nothing in this Contract is to be construed as granting to Contractor an exclusive right to provide any or all of the Work anticipated herein. The use of Contractor for the Work is completely discretionary with Company. This Contract shall not be construed in any way to impose a duty upon Company to use Contractor.
- 25. ENTIRE CONTRACT.** This Contract (as defined herein) constitutes the complete agreement between the Parties and supersedes and replaces all other terms and conditions contained in any offer, quotation, proposal or other written or oral correspondence, all of which are merged herein.
- 26. WAIVER.** The failure of either Party to insist upon or enforce strict performance of any term shall not be construed as a waiver or relinquishment to the extent of any right to enforce such term or condition on any future occasion.
- 27. SEVERABILITY.** If any part of this Contract is for any reason held to be unenforceable, the remaining parts shall continue to be enforceable.
- 28. COUNTERPARTS.** The Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any executed counterpart transmitted by facsimile, electronic communication in portable document format (.pdf), or similar transmission by either Party shall be deemed an original and shall be binding upon such Party.
- 29. AMENDMENTS; MODIFICATION.** Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract is binding upon the Parties unless the same is in writing and signed by the Parties.
- 30. SURVIVAL.** The following Articles will survive completion or termination of this Contract for any reason: RECORDS AND AUDIT, WARRANTIES, NO WARRANTY AGAINST INJURY OR PROPERTY DAMAGE, INDEMNIFICATION, CONFIDENTIALITY, WORK PRODUCT, ASSIGNMENT AND SUBCONTRACTING, GOVERNING LAW, ENTIRE CONTRACT; ORDER OF PRECEDENCE; WAIVER, SEVERABILITY, COUNTERPARTS, COMMENCEMENT OF WORK, and SURVIVAL.

31. PROHIBITED VENDORS; CCPA COMPLIANCE

Contractor may not use the services or products (including components parts and sub-assemblies) of any company identified by the US Government and/or regulatory authorities as a security threat in the provision of Work or Services to Company, either directly or via subcontractors. The current list of prohibited vendors includes Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, Da Jiang Innovations (DJI), AO Kaspersky Lab, ZTE, Equifax and Huawei Technologies Co. Ltd. If Contractor fails to abide by this requirement, Company will provide Contractor with notice and a 30-day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Contract.

For purposes of California Consumer Privacy Act, Company and Contractor acknowledge that Company is not selling any of Company's customer's personal information to Contractor. Rather, Company is providing customer's personal information (if any) strictly to further Company's business purposes.

- 32. CONTRACTOR PERSONNEL.** If Contractor employs a former Company employee or has knowledge of a subcontractor to Contractor who employs a former Company employee, Contractor shall give Company at least 7 days' notice prior to that former Company employee being employed on a job at Company properties or assigned to work at Company properties.
- 33. NO WARRANTY AGAINST INJURY OR PROPERTY DAMAGE AFTER COMPLETION OF THE WORK.** Nothing herein shall be construed to be a warranty, guarantee, or promise by Contractor that, by providing the Services or performing the Work hereunder, fires or any other event for which Services are being provided or Work is being performed under this Contract, or any injuries to persons or damages to property caused thereby, will be prevented. Notwithstanding any other provision of this Contract, Contractor shall not be held liable for any such fire or event once any Work or Services are accepted by Company. Notwithstanding the foregoing, Contractor is responsible for all Work or Services performed by Contractor and shall be liable for its negligent acts or willful misconduct in performance of the Work or Services. In any event, Contractor's liability under this Contract shall not exceed the liability limitations in NRS Chapter 41.
- 34. NO THIRD-PARTY RIGHTS CREATED.** This Contract is solely for the benefit of the Parties. None of the provisions of this Contract, a Purchase Order, the Hazardous Fuels Management & Stand-by Services Proposal for NV Energy, or any other document or exhibit shall create any right in or benefit to any other persons or entities or members of the general public, or grant anyone not a Party to this Contract any right to maintain any suit, including for personal injuries or property damage, under the terms or provisions of this Contract.
- 35. AUTHORITY TO SIGN.** The Parties represent and warrant that the person executing this Contract on behalf of each respective Party has full power and authority to enter into this Contract and that the Parties are authorized by law to perform the Work set forth herein.

(There are no other provision of this Contract after the preceding section.)

Carson City Fire Department



Hazardous Fuels Management & Stand-by
Services Proposal for
NV Energy

EXHIBIT A SCOPE OF WORK

Carson City Fire Department (“CCFD” or “Contractor”) will conduct the hazardous fuels management and stand-by services described in this Scope of Work for NV Energy (“NV Energy” or “Company”) and on a “time and materials basis” in amounts set forth in Exhibits B and C. Company, and Contractor individually may be referred to as a “Party” and collectively as “Parties.”

The Parties recognize the importance of the elimination of fire hazards in accordance with Carson City Municipal Code (“CCMC”) 14.02.005(B). This Contract represents cooperative and pre-emptive implementation of the requirement to eliminate fire hazards. Specifically, CCFD will provide Hazardous Fuels Management Services for the Company in accordance with CCMC 14.02.005(B). Services to be performed by CCFD will consist primarily of vegetation management of ground fuels, such as clearing brush and other debris, within NV Energy service territory to reduce fire hazards and create combustible free space, as well as stand-by services when NV Energy is engaged in high fire risk activities as follows:

1. CCFD will conduct vegetation management of ground fuels/vegetation utilizing various types of fuel removal techniques within company's electric service territory and electrical assets including, without limitation, powerline right of ways (ROW), transmission and distribution (T&D) lines, and around company's infrastructures in accordance with local Community Wildfire Protection Plans, Authority Having Jurisdiction fuel treatment requirements and 2018 International Wildland-Urban Interface Code (IWUIC) Appendix A requirements to reduce the threat of wildfire and improve the capabilities to control such fires. The Parties will work together to implement appropriate and effective maintenance treatment to prevent the growth of noxious or flammable weeds within the ROWs.
2. CCFD will provide National Wildfire Coordinating Group 310-1 qualified stand-by and stand-by resources as requested when NV Energy is engaged in high fire risk activities. Additionally, CCFD may provide qualified resources to conduct wildland training to other field personnel. The following resources may be made available at the discretion of CCFD: 10-person suppression modules, 5-person squads, engines (Type III/V/VI), dozers/heavy equipment, and/or single resource personnel (i.e. fire line supervisors, Incident Management Team members, etc.).
3. CCFD will employ one Wildland Fuels Management Officer to work as a liaison/project coordinator with NV Energy. The purpose of this position will be to assist in the planning, communication, reporting, progress mapping, logistics, and effective/efficient implementation of services outlined in this Scope of Work.
4. NV Energy and CCFD will meet and confer in preparing a schedule of projects to be performed. CCFD will perform the work as agreed to by the Parties. When an area is finished, NV Energy will inspect and “sign off” on the project when it is accepted. CCFD will not provide a guarantee or warranty that, by performing the work in this SOW, fires or injuries to persons or property, will be prevented. There is no warranty or liability by CCFD for the work performed after NV Energy’s “sign off,” and CCFD does not waive the liability limitations in NRS Chapter 41.
5. CCFD will perform the work on a “time and materials basis” and may start or stop work at its discretion.
6. Upon completion of the first phase of implementation and/or expiration of the original 3-year-term of the Contract, the Parties will enter into negotiations in an attempt to reach an agreement for maintenance services.

**EXHIBIT B
PRICING SCHEDULE**

2020 BILLING RATES

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

APPARATUS RATES

Equipment utilized at the request of NV Energy will be billed based on actual hours used. Personnel and equipment will be billed for hours worked as indicated on crew reports and will include travel time. Rates below include personnel costs.

1. Structure Engine - Type I \$418.00/hr.
2. Brush Engine - Type III \$322.00/hr.
3. Water Tender \$265.00/hr.
4. Patrol Truck – Type V/VI \$322.00/hr.
5. Skid Steer Masticator (Wet) \$220.00/hr. (Includes Fuel)

CITY or CCFD Owned Vehicles:

Equipment utilized at the request of NV Energy will be billed based on actual hours used. Personnel and equipment will be billed for hours worked as indicated on crew reports and will include travel time. Rates below do not include personnel costs.

6. Command Vehicle-sedan \$45.00/day plus IRS rate per mile
7. Pickup (½ ton and below) \$55.00/day plus IRS rate per mile
8. Pickup (¾ ton and above), SUV, Ranger UTV \$80.00/day plus IRS rate per mile
9. Privately Owned Vehicle IRS rate per mile
10. Equipment Chase Truck \$96.00/day plus IRS rate per mile

PERSONNEL RATES

All personnel are charged consistent with the Department’s current labor agreements and/or resolutions as approved by the Board. 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.

- 1. Chief Officer \$92/hr
- 2. Captain \$60/hr
- 3. Pump operator/Driver \$54/hr
- 4. Firefighter/Paramedic \$54/hr
- 5. Firefighter \$49/hr
- 6. Investigator/Inspector \$69/hr
- 7. Wildland Fire Crewmember \$30/hr
- 8. Wildland Fire Equipment Operator \$36/hr
- 9. Senior Wildland Fire Crewmember \$42/hr

BILLING ADDRESS

Carson City Fire Department
777 S. Stewart Street
Carson City, NV 89701

CONTACT INFORMATION

Sean Slamon, Fire Chief
(775) 283-7722

Dave Ruben, Battalion Chief
(775) 283-7153

Dave Aurand, Business Manager
(775) 283-7875

Administrative Office
(775) 887-2210

DUNS NUMBER

073787152

TAX ID NUMBER

EIN # 88-6000189

STATION LOCATIONS

Career Stations

Station 51 - 777 South Stewart Street, Carson City, Nevada 89701
Station 52 - 2400 East College Parkway, Carson City, Nevada 89706
Station 53 - 4649 Snyder Avenue, Carson City, Nevada 89701
Station 54 – 2222 West College Parkway, Carson City, Nevada 89703