

**BOARD OF FIRE COMMISSIONERS  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

TUESDAY

11:00 a.m.

APRIL 10, 2012

PRESENT:

**Robert Larkin, Chairman**  
**Bonnie Weber, Vice Chairperson**  
**John Breternitz, Commissioner**  
**Kitty Jung, Commissioner**  
**David Humke, Commissioner**

**Nancy Parent, Chief Deputy Clerk**  
**Katy Simon, County Manager**  
**Paul Lipparelli, Legal Counsel**  
**Sandy Munns, Division Chief**

The Board convened at 11:07 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

**12-58F      AGENDA ITEM 2**

**Agenda Subject:** “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.”

There was no response to the call for public comment.

**12-59F      AGENDA ITEM 3A**

**Agenda Subject:** “Approval of BOFC meeting minutes from March 13, 2012.”

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke voting “no,” it was ordered that Agenda Item 3A be approved.

**12-60F      AGENDA ITEM 4**

**Agenda Subject:** “Fire Chiefs Report – Report and discussion related to Fire District operations by Reno/Truckee Meadows Chief Michael Hernandez.”

Reno/Truckee Meadows Fire Chief Michael Hernandez reviewed the fire station brownout statistics and the responses by the Truckee Meadows Fire Protection District (TMFPD) stations for March 2012. He discussed the back-to-back structure fires in the North Valleys on Saturday, the structure fire yesterday in the City of Reno and another structure fire in the South Valleys. He said the fires presented a challenge because they occurred almost within an hour of each other. He noted assistance was received from the Sierra Fire Protection District (SFPD). He said there was a 1/2 acre brush fire in the central part of the City of Reno within an hour of that fire, which was quickly contained. He said the specifics regarding those incidents would be in next month's report.

Commissioner Humke asked if Chief Hernandez went to Washington D.C. regarding the Staffing for Adequate Fire and Emergency Response (SAFER) Grant and if the TMFPD was the grant's contracting entity. Chief Hernandez said because the Interlocal Agreement was still in effect at the time of the grant application's submittal, it was submitted as a combined service. Commissioner Humke asked if it was brought to the Board of Fire Commissioners (BOFC) for a formal vote. Chief Hernandez replied he did not recall bringing it to the BOFC. Commissioner Humke asked if a portion of the travel costs were paid by the TMFPD. Chief Hernandez stated he would have to verify how the costs were billed, but he believed they were borne by the City of Reno.

Commissioner Weber believed the report on the browning out of the fire stations contained an error because it did not include Station 1. Chief Hernandez replied Station 1 was a multi-station company and housed a truck company and an engine company. He stated the staffing level might be brought down, but Station 1 was never browned out. He explained it would even be rare to reduce the staffing level at Station 1, because it had the highest call volume in the region.

Chief Hernandez stated he could revamp the format of the Chief's report to provide a more accurate picture of what had been happening. Commissioner Weber said she would like that. Chief Hernandez stated he would draft a couple of different formats for the BOFC to review. Commissioner Weber acknowledged the current format of the report was fine, but the explanation in the report did not match what the Chief just explained. Chief Hernandez stated he moved staff around to ensure every area of the City and the County was properly covered. He noted none of the TMFPD stations were ever browned out. Commissioner Weber believed it was important the citizens knew how many stations were browned out.

Commissioner Weber asked that the report include when the volunteers were called out. Chief Hernandez replied the report would include the volunteer calls and, if a call was cancelled, why it was cancelled.

Commissioner Humke noted the report indicated Station 19 was 100 percent browned out, which he called closed. Chief Hernandez said Station 19 was staffed at least twice and Station 7, Skyline, was staffed at least three or four times during the last quarter. Commissioner Humke stated some citizens said Station 7 was open

because they saw fire trucks inside. Chief Hernandez reiterated Station 7 was occasionally open, but fire apparatus was kept there. He said opening Station 7 would depend on staffing and on the threat level to the community.

Commissioner Humke asked if Station 7 was open more often because citizens started putting up signs regarding how often Station 7 was closed. Chief Hernandez said the signs had absolutely no bearing on his actions. Commissioner Humke said he believed the Chief.

There was no action taken or public comment on this item.

## **12-61F      AGENDA ITEM 5**

**Agenda Subject: “Discussion and possible approval of Deferred Compensation for Truckee Meadows Fire Protection District (TMFPD) by continuing with the same plan currently in place between Sierra Fire Protection District (SFPD) and the Nevada Public Deferred Compensation Plan (NDC) by implementing a new interlocal agreement to include both TMFPD and SFPD.”**

Kurt Latipow, Fire Service Coordinator, said this item asked the Board of Fire Commissioners (BOFC) to consider approving an agreement with the Nevada Public Employers Deferred Compensation Plan (NDC). He explained the agreement would provide for no break in service for those Sierra Fire Protection District (SFPD) employees that transitioned to the Truckee Meadows Fire Protection District (TMFPD). He stated it would also provide the benefit for the new employees and for employees transferring from the Reno Fire Department. He stated there would be no cost to the District for the plan, and it was totally self-selected by the members of the represented units.

Chairman Larkin asked if this plan for the returning employees currently existed in the agreement with the City of Reno. Mr. Latipow advised it was not in any of the Collective Bargaining Agreements (CBA's). Chairman Larkin asked if there would be a problem if the BOFC started deviating from what the Interlocal Agreement contained prior to July 1, 2012 and prior to the acceptance of any of the returning employees. Paul Lipparelli, Legal Counsel, advised he saw no reason that offering additional positive benefits to prospective employees would be a problem.

There was no response to the call for public comment.

Chairman Larkin said he would not support approval of this item because, even if it added value to the compensation package, the Board would be opening itself up to problems if it changed any of the compensation packages prior to July 1, 2012.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion failed with Chairman Larkin and Commissioners Humke and Jung voting “no,” Agenda Item 5 was not approved.

Note: This item was reconsidered later in the meeting.

**12-62            AGENDA ITEM 7**

**Agenda Subject: “Discussion and approval of Truckee Meadows Fire Protection District Resolution to augment the FY 11-12 General Fund Budget in the amount of \$1,823,276 to reflect the expenditure authority to pay all costs to provide fire protection and related services through June 30, 2012 to Sierra Fire Protection District territory pursuant to the parties’ new consolidation interlocal agreement, to be funded by payment transfer from Sierra Fire Protection District for those services.”**

Kurt Latipow, Fire Services Coordinator, said this item initiated the process of bringing the Sierra Fire Protection District (SFPD) into the Truckee Meadows Fire Protection District’s (TMFPD’s) budget authority to fund payroll and other expenses.

Chairman Larkin asked if the TMFPD had the full authority to segment its services or to contract with another agency to provide service, which was essentially what was being done with this item. Paul Lipparelli, Legal Counsel, said the TMFPD was a separate legal entity under Nevada law and had its own revenue sources, authorities, and governing board. He stated it presently was performing under an Interlocal Agreement that contemplated the combined services between the City of Reno and the TMFPD for those territories that included the City limits and the TMFPD. He explained the Interlocal Agreement between the SFPD and the TMFPD contemplated fire services being provided only in the SFPD’s territory until the Interlocal Agreement with Reno expired. He said then the TMFPD and the SFPD combined would cover both territories. He stated with those steps in place, there should be no violation of the existing Interlocal Agreement with the City of Reno.

Chairman Larkin asked if there would be any bad faith in terms of what the BOFC was trying to do in terms of TMFPD and SFPD, while trying to honor the commitment made with the SFPD to protect the District’s residents. Mr. Lipparelli advised he would ask anyone who was wondering about bad faith to articulate how Reno was harmed by the TMFPD and the SFPD entering into the Interlocal Agreement. He stated it would not affect the TMFPD’s obligations to pay money to the City of Reno pursuant to the Interlocal Agreement, nor did it interfere with the City of Reno’s duties under the Interlocal Agreement to manage fire services in Reno and Truckee Meadows until July 1, 2012.

There was no response to the call for public comment.

Commissioner Humke asked if there was any evidence the City of Reno had been in breach of the Interlocal Agreement. Mr. Lipparelli replied he was not aware of any violations, but he was also not aware that any audit had been performed or that

anyone looked for a possible breach. Commissioner Humke asked if the BOFC had audit rights. Mr. Lipparelli replied the BOFC did.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion dully carried, it was ordered that Agenda Item 7 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

**12-63F            AGENDA ITEM 8**

**Agenda Subject: “Approval of an amendment with the City of Reno to the parties’ First Amended Interlocal Agreement for Fire Service and Consolidation authorizing the transfer of maintenance duty of the Volunteer fire truck fleet from the City to the District effective April 11, 2012.”**

Kurt Latipow, Fire Services Coordinator, advised on March 13, 2012 the Board gave direction to staff to notify the City of Reno of the transfer of the volunteer fleet to the County, and the Letter of Intent was forwarded to the City. He said the City of Reno’s legal counsel opined it would best be handled by an amendment to the Interlocal Agreement, and an amendment was brought forward to, and approved by, the Reno City Council last week. He said the amendment was now before the Board of Fire Commissioners (BOFC) for ratification.

Chairman Larkin asked what item this was on the transition plan. Mr. Latipow said he did not have that plan in front of him. He stated staff had been working with the fleet manager, and a document was prepared to go out to the volunteers tonight if the Board approved the amendment. He said the shop’s maintenance personnel would immediately start visiting the volunteer stations and taking over the volunteer fleet.

Chairman Larkin said he noticed some of the Truckee Meadows Fire Protection District’s (TMFPD’s) equipment was still in its original colors and some were in Reno’s colors. Mr. Latipow stated some of the equipment in the volunteer stations still carried the TMFPD’s former color scheme, but they slowly transitioned to red fire engines over the last 11 years. He said all of the rigs in the volunteer fleet had either the old or the new version of the TMFPD logo on the door. Chairman Larkin asked if the engines in Wadsworth had been checked. Mr. Latipow said he would take another look at the survey with pictures. He said staff was not proposing repainting all of the vehicles due to the tremendous cost. He stated he and Reno’s staff were determining the startup date for transitioning the branding of the career fleet back to the TMFPD. Commissioner Jung asked how much that would cost. Mr. Latipow said \$40,000. Commissioner Jung asked if there was an advantage to taking on the extra expenditure while still paying the City of Reno the same money every month. Mr. Latipow said the slow transition of the fleet would be an advantage for the District and for the fleet’s maintenance personnel. He stated the volunteer fleet consisted of 22-25 pieces and the career fleet was in excess of 50 pieces. He said it was recommended bringing over the volunteer fleet first to give maintenance personnel an opportunity to get their feet wet, which would make for a smoother transition. Commissioner Jung asked who would be performing the ongoing

maintenance. Mr. Latipow replied it would be the County's shop. Commissioner Jung said she supported this, even though she felt it was a waste of money, so the District could be stood up.

Commissioner Humke asked if the condition of the rolling stock had been evaluated and, if so, did it meet the contract requirements. Mr. Latipow said a preliminary evaluation had been done of both fleets, and he believed the City of Reno did everything it could within the resources available to maintain the fleet consistent with the expectations of the Interlocal Agreement.

There was no response to the call for public comment

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that agenda Item 8 be approved.

**12-64F      AGENDA ITEM 9**

**Agenda Subject: "Update, discussion and possible direction related to the status of the Truckee Meadows – Sierra Fire Protection District's Expanded Transition Plan."**

John Slaughter, Management Services Director, said he had no updates at this time. He noted the item discussed in Agenda Item 8 was Item 19 under Capital Assets and Equipment Tasks in the Transition Plan.

**11:27 a.m.**      The Board remained convened as the Board of Fire Commissioners (BOFC) for the Truckee Meadows Fire Protection District (TMFPD) and convened as the BOFC for the Sierra Fire Protection District (SFPD).

The Board took public comment under Agenda Item 2 on the SFPD Agenda. See the SFPD Minutes for April 10, 2012 for that public comment.

**12-65F      AGENDA ITEM 10**

**Agenda Subject: "Discussion and possible direction to staff regarding options for regional fire service for the Truckee Meadows and Sierra Fire Protection Districts, to include possible Joint Powers Agreements with neighboring jurisdictions."**

Charles Moore, Sierra Fire Protection District (SFPD) Fire Chief, said there were some similarities to Colorado's regional issues, which took 15 years to solve using patience and perseverance. He stated as he looked at the jurisdictions touching the SFPD, those relationships already existed at a high-quality level, and he felt there was a significant amount of regionalization already in place.

Chief Moore believed the issue going forward was increased efficiency. He said he was directed at the April 2, 2012 joint meeting to come up with a framework for moving forward on the efficiency issue and the discussion suggested a Joint Powers Authority (JPA) would be a good solution. He said his staff report indicated one way of doing a JPA would be to establish a working group of the fire chiefs and their senior staff to recommend to each of the jurisdictions ways of increasing efficiency and to hopefully come to an agreement. He stated another way would be to do a full JPA, which would ultimately make the decisions regarding how the fire department would be run. He said there were numerous ways to craft the JPA, so it would be difficult to say how it would be framed, but it would be important to put financial sustainability and service levels at the forefront of the JPA. He said staff wanted to know if there was direction to continue working on the JPA.

There was no response to the call for public comment.

Commissioner Humke stated it was important the County lead the regionalization effort, and it should host the meetings for anyone wishing to participate. He said when he previously mentioned all of the agencies who might want to participate; it had not been his intention to leave out any agency whose service area touched Washoe County.

Chairman Larkin stated the Board of Fire Commissioners (BOFC) directed Kurt Latipow, Fire Services Coordinator, and requested Michael Hernandez, Reno/Truckee Meadows Fire Protection District (TMFPD) Fire Chief, Andreas Flock, City of Sparks Fire Chief, and Mike Brown, North Lake Tahoe Fire Protection District Chief, to be part of a formal working group. He asked what the status of that was. Chief Moore stated he met with Chief Brown and Stacey Giomi, Carson City Fire Chief, but had not yet met Chief Flock. He said he and Chief Hernandez had been informally discussing the working group, but there had not been any official meeting of the Chiefs.

Chief Hernandez stated he typically met with Chiefs Brown and Flock once a month for breakfast to talk about the region's challenges and the opportunities, but the last meeting occurred prior to Chief Moore's arrival. He said the concept of developing a more formal task force was discussed and it was unanimously decided the Chiefs could participate, but any outcomes of those discussions would have to go back to their respective Boards for direction. He stated that process could begin now that Chief Moore was officially on board. Chairman Larkin asked if the three Chiefs felt having a working group would be beneficial and would there be merit in having the professionals involved in the discussion. Chief Hernandez replied there would be. Chairman Larkin asked if inviting the Volunteer Chief's to be involved was discussed. Chief Hernandez said it was discussed how the group should be formed, how to obtain citizen input, and things of that nature, but it was an informal meeting meant to discuss any current problems and potential problems 30 to 60 days out. He said it was a very high level meeting to discuss what the Commission was asking and the difficulty there would be with their respective Boards and with the political entities that currently did not have an appetite for regionalization.

Chairman Larkin said he believed the desire was to allow the fire professionals to have discussions on the particular policies and procedures instead of making appointments to turn the working group into a public body. He asked if there was an opinion about moving forward. Chief Moore said moving the dialogue forward needed to occur. He stated starting with the Chiefs was a good place to start, because he saw a lot of the efficiency issues as being technical issues. He noted a full on JPA would take a long time to negotiate. He said if the BOFC wanted to pursue a JPA, it could be done; but even six to nine months might be overly optimistic. Commissioner Larkin advised this community was well versed in JPA's and there were several successful models in the region. He said it would be a matter of determining the governance structure, which would be very controversial, and coming up with the terms and agreements.

Commissioner Breternitz asked if there would be any negative effect on the progress of Plan B when the Board engaged in discussions related to the JPA. Mr. Latipow said from a relationship perspective, it could cause speed bumps. He stated Plan B would not necessarily change the makeup of the JPA. He stated from a regional perspective, one or possibly two of the items in Plan B were not necessarily consistent with a regional model. Commissioner Breternitz asked if it appeared there were choices based on the conditions and the responses received so far from the City of Reno. Mr. Latipow replied it appeared the choices articulated in the next agenda item were limited, and there were costs and impacts associated with those choices.

Commissioner Breternitz said one of the elements of the motion he made at the joint meeting, which was supported by the majority of the Commissioners, was for the BOFC to have this discussion to identify the criteria for any conversations regarding a JPA. He felt this agenda item should discuss what items the BOFC would want to see as part of setting the theme of conversations amongst staff relating to the creation of a JPA. He felt it would be important to have the conversations because long-term regionalization would depend on the relationships, which were currently not at their best, and this seemed to be an opportunity to build up those relationships. He felt the discussions would take awhile, but the BOFC needed to support taking steps along those lines over the long-term.

Commissioner Breternitz suggested the current automatic-aid agreement should remain in affect while having the discussions. He said other criteria would be the JPA be sustainable over the long-term for Washoe County and, if the JPA would not be sustainable, it would be a non-starter. He said out of the proposed alternatives in the analysis, Alternative Three made sense as a mid-term solution with two independent departments operating under a governance structure and sharing some of the administrative functions.

Commissioner Humke said pursuing a model where each entity contracted for their labor with a labor organization and then adhered to the JPA by contract might have some traction with the City of Sparks. He stated that formed a standard of sustainability and provided for flexible staffing. He said if the County was saddled with



someone else's concept of staffing, the County would end up with the same mess of not being financially sustainable as was the case currently. He truly felt separate contracting was the way to go. Chairman Larkin said that was represented under Alternative Three on the TMFPD/SFPD Regional Fire Service/JPA Alternatives matrix, which was contained in the Commissioners' packets.

Commissioner Humke said he was not impressed with the agenda packets for the SFPD and the TMFPD arriving after the cutoff. He stated he would have appreciated the opportunity to study the information, but he only received the packets this morning when he arrived at his office. He advised he wanted staff to do better.

Commissioner Weber said Chief Moore's staff report provided the pros and cons, which was exactly what she wanted to see. She stated besides Commissioner Breternitz's criteria of automatic aid and of the JPA being sustainable for the long-term, she also wanted to include the role the volunteers would play, whether there would be fire districts or a continuation of General Fund support, how the funding would be handled, and the impact on insurance ratings. She said she requested information on what the current ratings were for the different neighborhoods and what the ratings could be down the road based on the different scenarios. She felt that information would be important to have before talking about raising taxes. She believed because Chief Moore was not involved in the meeting Chief Hernandez discussed, there should be more conversations with Chief Moore. She said Tim Leighton, SFPD Battalion Chief, and a representative of the Volunteer Chiefs should also be involved.

Commissioner Weber said the BOFC also needed to have Reno's criteria prior to the joint meeting on April 19, 2012. She stated the meeting would also provide an opportunity to have everyone be accountable for what everyone said they would do. She commended Commissioner Humke for talking with his constituents, and she noted she hoped to do the same. She felt the BOFC was doing the right thing, and she thanked staff for moving things in the right direction.

Chairman Larkin stated Commissioner Breternitz said Alternative Three was an interim step, but he felt it would be important for staff to know Alternative Four was the long-term goal. He said along with Commissioner Breternitz's suggestion of offering Alternative Three for study, he hoped the Commission would consider the Chief's working group as part of the mix otherwise, it would just become a political discussion. He felt all of this was not mutually exclusive, but could be moved along simultaneously. Chairman Larkin suggested if there was a motion, it would be a combination of Alternatives One and Three as interim steps, with Alternative Four as the ultimate vision.

Commissioner Humke said after seeing the matrix, he felt Commissioner Weber was on the right track when discussing the Insurance Service Office (ISO) ratings. He said people without any expertise were saying insurance rates would go up, which made his blood boil. He stated that type of nonsense had to stop and noted countering it took a lot of time, which should be shown on the matrix.

Commissioner Humke asked that all of the entities who provided a full medical response and were invited to participate in the JPA, bring their people with expertise in any kind of medical stabilization and response to the discussions. He also suggested inviting this County's franchisee, Regional Emergency Medical Services Authority (REMSA), because he felt this was something that had not yet been considered. He said he did not favor doing that with public employees who had collective bargaining power, but that would have to be dealt with someday. He asked how something could be left to our children and grandchildren if the hard issues were not dealt with now.

Commissioner Breternitz advised he received a document from the Reno City Attorney regarding a past arbitration decision. He stated because of that decision, it had been implied the contract with Reno and the firefighter's union precluded elements of automatic aid. He said since his motion would contain elements of automatic aid, he wanted to make a couple of comments regarding that issue. He felt there was a distinct difference between primary service and automatic aid and, if the agreement currently in place did not allow the TMFPD to service the City of Reno, he did not understand how there could be an automatic aid agreement between the Cities of Sparks and Reno because the same condition would hold true. He believed Local 731 was the representative group for the City of Reno within the City of Reno's boundaries, but he did not believe that contract could be extended to preclude the delivery of automatic aid. He said it was beneficial for everyone in the community for boundaries to be dropped when there was an emergency, thereby allowing the closest engine to respond to fires. He stated while there had been statements made by various public officials that automatic aid could not happen, he truly believed it could. He said it was a critical public safety issue, and he felt to have a union making policy for an elected body was wrong. He stated the people who lived in the Truckee Meadows needed to be protected, which was what this was about.

Commissioner Humke asked what would happen if the County said to the other entities around the table the County only wanted to do business in same way as the County had always done business. To wit, there was a dedicated source of revenue for the County's firefighting operation instead of having the General Fund supporting firefighting operations where the full faith and credit of the entity would be open to negotiation. He asked what would happen if the County said that was a threshold issue in a JPA. He said that way there would be like operations coalescing with like operations. He felt governance should be treated as the most important thing rather than the least important thing, and this was an element of governance. He believed the 2000 Interlocal Agreement was rushed into, and he did not want the Board to replicate past mistakes.

Commissioner Breternitz felt it was important to move ahead with the dialogue related to the JPA and it seemed a dedicated source of income was a long-term goal. He asked if Commissioner Humke agreed with that. Commissioner Humke felt it needed to be done right from the start. He said in looking at the matrix, there was a yes under the category "requires labor agreement reopener," which was a guarantee of having

to go back to the unions if anything was ever changed. He stated that was under long-term, which was a flaw.

Commissioner Breternitz made a motion to instruct staff to invite the City of Sparks to a meeting with the City of Reno to engage in a dialogue related to forming a JPA, which would include, from the County's perspective, the automatic aid provision remaining in effect; the JPA be financially sustainable; the full use of volunteers; having an eye towards the short-term and the mid-term Alternative Three shown in the matrix, which was the JPA under one governance with multiple union contracts that remained under control of each entity; and having a provision that there would be long-term consideration for Alternative Four, which was the regional fire district. Commissioner Humke seconded the motion.

Chairman Larkin said asked if the Chief felt the motion would hamper the Chiefs getting together to talk about a JPA. Chief Moore replied the motion summarized the direction very well. Reno/Truckee Meadows Fire Chief Michael Hernandez said he concurred.

Katy Simon, County Manager, said Commissioner Breternitz was specific about wanting to meet with the City of Reno and inviting the City of Sparks, but Commissioner Humke had suggested inviting other neighboring jurisdictions. Commissioner Breternitz stated it would be fine to invite them. He said primarily TMFPD type items would be discussed for the short-term, but that broad net should be included.

Paul Lipparelli, Legal Counsel, clarified the motion and the discussion by the individual Commissioners did not intend to create a body that would have to conduct its business under the Open Meeting Law, and Chief Moore was directed to engage in the discussions as he saw fit. He stated the BOFC drew some very wide parameters, which included encouraging him to talk to the Fire Chiefs from the other jurisdictions and pointed to certain matters in the staff report as being critical items to be included in the discussion. He stated he wanted to ensure he was reflecting back what he heard and everyone was on the same page regarding what the BOFC intended to do. Commissioner Breternitz said that was exactly what he had in mind with the clarification the Chief and any staff he chose would participate in the discussions. Commissioner Humke stated he agreed. He believed this was an interim step and was one of the reasons why he seconded the motion. He said he was serious that governance was the most important issue and was the essence of the problem created by the Interlocal Agreement in 2000. He reiterated he had no desire to replicate what happened in 2000. Chairman Larkin asked if it was Commissioner Breternitz's desire that the substance of this conversation be transmitted to the City of Reno in preparation for the joint meeting on April 19, 2012. Commissioner Breternitz indicated it was. Commissioner Humke agreed.

On a call for a vote, the motion carried 4-1 with Commissioner Jung voting "no."

**Agenda Subject:** “Discussion and possible authorization to the Chair to submit an amended proposal to the City of Reno for a cooperative service agreement between the City of Reno, Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) for fire services (closest resource first regardless of jurisdictional boundaries) with exchange of benefits to include assumption by TMFPD-SFPD of several City labor related liabilities and a \$1.2 million payment for FY 12-13.”

Kurt Latipow, Fire Services Coordinator, said staff was given direction at the Board of Fire Commissioner’s (BOFC) March 27, 2012 meeting to forward a very similar offer to the City of Reno. He said the difference between the offers was staff clarified a misunderstanding of one of the items in the offer, which had to do with rank-for-rank lateral transfers of those Reno employees who applied for positions with the Truckee Meadows Fire Protection District (TMFPD). He stated that was never meant by staff to be a condition of the offer. He said what was meant to be a condition of the offer was regarding the liabilities and lead banks that those individuals currently had as City employees. He said everything would be done to accommodate individuals applying for rank-for-rank positions with the TMFPD. He said the individuals applying for promotional positions would be treated as in-house promotional, which was how the Sierra Fire Protection District (SFPD) employees were treated. He stated that was already happening absent of an offer. He stated he was sorry to belabor this point, but it had been misquoted numerous times.

Mr. Latipow said the other difference was a proposal that the BOFC consider the continuance of automatic aid. He stated he wanted to be careful with this terminology because there had been a 1990’s grievance filed by Reno Local 731, which had to do with other entities serving primarily within the areas they represented. He said this was meant to propose automatic aid as it stood today. He stated in consideration of the fact that there were islands or gaps in the TMFPD that were more quickly serviced by the City of Reno, the BOFC could consider offering the City a \$1.2 million payment for the coming Fiscal Year for the City continuing to serve those areas. He said the change came as a result of staff listening at the joint meeting and then running some calculations.

Commissioner Jung said when looking at the number of incidents on page 4 of the staff report, she wondered why staff was advising there was no equality between the SFPD’s response and the City’s response, especially when Mr. Latipow indicated several times it was a complete wash; and she asked what changed. Mr. Latipow said he did not recall saying it was a complete wash, but believed he said there was an imbalance to do with the number of times calls were responded to from the TMFPD stations. However, the imbalance was offset by the BOFC’s direction to maintain service as much as possible in those areas. He stated the imbalance would start to move towards being a more equal number when the City of Reno opened Station 9 in Stead, because the TMFPD would no longer be responding to the calls in that area. Commissioner Jung reiterated Mr. Latipow said several times on the record the calls were a complete wash

because of the citizen outcry in the Washoe Valley. She asked again where the new numbers came from. Mr. Latipow said a citizen's presentation indicated there was an imbalance in the number of calls. He said that information was reviewed by employees of the SFPD and the TMFPD and was verified with recently updated data. He stated it did not take into account that the TMFPD stations served the north end of the SFPD. Commissioner Jung said she was still not convinced.

Commissioner Jung said the offer was already taken to the City of Reno and was denied. Katy Simon, County Manager, clarified the only formal offer made to the City of Reno was for automatic aid with no exchange of dollars, and this was different. Commissioner Jung asked why this offer was being proposed when the District was trying to be sustainable and fiscally responsible. Mr. Latipow advised the analysis of standing up Plan B indicated this was a beneficial proposal because Plan B had the TMFPD opening two stations and hiring additional personnel at a cost of \$1.7 million. He said in this offer, if automatic aid was retained as it was today, Reno would continue to occupy the TMFPD's Station 14 by the Wal-Mart in South Reno, the TMFPD would not have to rearrange its coverage for Verdi, Mogul and Caughlin Ranch, and would not have to expand coverage in Hidden Valley. He stated from an investment perspective, it would appear to be worthwhile to tender an offer of \$1.2 million.

Mary Walker, Walker and Associates, said this offer was looked at from a business perspective, which was originally brought up by Councilmember Aiazzi at the last joint meeting. She stated under Plan B, if the TMFPD stood up Station 14 by itself with three-person staffing and the operational costs, it would cost approximately \$1.1 million. She said a two-person rescue in Hidden Valley would cost approximately \$650,000 a year, and combined that would be \$1.75 million. She stated paying the City of Reno \$1.2 million would save \$500,000, which could be used for three-person staffing at West Washoe Valley.

Ms. Walker said the reason the \$1.2 million came up was because it was the direction of the BOFC to have staff go back and sharpen their pencils on costs. Plan B presented cuts to keep the property tax increase to the \$.54 level. She stated even though it would cost \$1.7 million to stand up the two stations, because the other cuts were made, the net affect between Plan A and Plan B was only \$1.2 million.

Commissioner Jung asked which stations would only have a two-person rescue. Ms. Walker replied for Plan B, the stations were Hidden Valley and West Washoe Valley. Commissioner Jung said essentially those two stations would subsidize the rest of the County in achieving a far better response. Ms. Walker replied not really because of the new Hidden Valley station. Commissioner Jung stated the Hidden Valley station had not been necessary because of Reno's station at Mira Loma Drive. Ms. Walker said because the SFPD did not have the financial wherewithal, they would be going down to two-person staffing anyway. She said currently the SFPD and the TMFPD budgets were \$23 million, which combined would bring the budgets down to \$21 million depending on the plan.

Commissioner Jung stated she would not support this item because it was based on faulty assumptions and really terrible fiduciary responsibility.

Chairman Larkin said Item 1 seemed inconsistent with the current contract where it suggested paying 100 percent of the retirees' group medical for former TMFPD employees who retired before July 1, 2012. He stated Legal Counsel had opined it went above and beyond the current contract, but he felt it went back to the basic question of deviating from the contract, which he was concerned would be an expression of bad faith even if it was a sweetener. Paul Lipparelli, Legal Counsel, advised bad faith was a very broad concept. He stated it was clear the intent of the Interlocal Agreement when it was entered into was to set the terms under which those employees that transferred to the City of Reno would be allowed to return to the TMFPD if it was necessary to terminate the Interlocal Agreement. He said the collective bargaining agreement (CBA) that was entered into by the TMFPD and its employee association over 12 years ago formed the basis for those terms. He stated he did not think it would be unreasonable for the BOFC to supplement the items that were in that CBA with additional items that reflected more modern employee benefits and conditions. He said to expect those employees to come back under the precise terms of a 12-year old CBA would be unreasonable. He stated when the parties to a contract did not contemplate every possibility, it would be reasonable to interpret the contract in the modern context; while honoring the obligations under the contract to give the employees a reasonable and meaningful array of salary and benefits.

Mr. Lipparelli said his last point was he could not discern any reason why the City of Reno would accuse the TMFPD of breaching the Interlocal Agreement by offering people better benefits to return to the TMFPD than the bare minimum of the old Local 2487 Agreement from 12 years ago. He stated the City of Reno was the only party that would have the standing to try and allege there was a violation. He stated based on that, he felt the offer was reasonable and legal.

Chairman Larkin asked if it was normal practice to charge for automatic aid. Mr. Latipow replied it was not. Chairman Larkin asked why the TMFPD would want to pay \$1.2 million for automatic aid when the TMFPD was offering it to the City of Reno for free. Mr. Latipow believed there was a business case for it.

Commissioner Breternitz said he was worried about not coming to an agreement over automatic aid, which would cause the people who lived in the Truckee Meadows to suffer. He asked how Gold Ranch and Boomtown would be covered if there was no automatic aid. Reno/Truckee Meadows Fire Chief Michael Hernandez said the plan was to service those areas by using Station 11, Mae Anne, and to augment it with the resources from Station 10, on North Virginia. Commissioner Breternitz asked who currently provided service to that area. Chief Hernandez said it was the SFPD station right across the street. Commissioner Breternitz said his point was there were numerous areas like that within the Truckee Meadows. He asked if it made sense for the elected officials to continue to provide the service that would be most affective for public safety, which would be from the closest station to the fire. He stated he was troubled that games

were being played with automatic aid and with people's safety to prove a point. He said the BOFC offered to maintain automatic aid, but the City of Reno had said it would not. He did not believe it was in the best interests of the people in the community to take that position. He said if this was passed, it would be a statement the BOFC wanted to work with the City of Reno. He stated the people in the middle were the citizens and officials should not be playing games with their safety.

Commissioner Weber made the motion as contained in the staff report dated April 4, 2012. Commissioner Breternitz seconded the motion.

Commissioner Humke moved to amend the motion by deleting the \$1.2 million payment to the City of Reno. Commissioner Weber stated as the maker of the motion, she did not accept the amendment. Chairman Larkin said the amendment would be a separate vote. Chairman Larkin said he accepted the amendment for the purposes of discussion.

Commissioner Humke said he believed there was no justification for the \$1.2 million payment.

Commissioner Weber said it appeared Commissioner Breternitz explained fully why the BOFC would want to offer \$1.2 million payment, which she believed Councilmember Aiazzi supported at the joint meeting. She said the BOFC should do whatever it took to protect the County's citizens.

Commissioner Breternitz stated he seconded the original motion even though this was not something he liked, but he felt it made a statement for the safety of the people in the community and formed the groundwork for further conversation.

On a call for a vote on the amendment to the motion, the amendment failed 2-3 with Commissioners Breternitz, Weber, and Jung voting "no."

Mr. Lipparelli said the staff report also outlined Items 1-6, and he asked if the intent of the original motion was to include that list as well in the offer. Commissioner Weber acknowledged the motion included Items 1-6. Commissioner Breternitz agreed as the seconder. He stated this offer of the numbered items would revert to their current status, such as the lease terminating, should the Agreement not continue. Commissioner Weber agreed.

On a call for the vote, the motion failed 2-3 with Chairman Larkin and Commissioners Humke and Jung voting "no."

## **12-67F      AGENDA ITEM 12**

**Agenda Subject:** "Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters associated with delivery of new fire services."

**1:10 p.m.** On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing with management representatives labor matters associated with delivery of new fire services per NRS 288.220.

**2:47 p.m.** The Board reconvened with all members present.

**12-61F      AGENDA ITEM 5 – REOPENED FOR CONSIDERATION**

Commissioner Humke requested reconsideration of Agenda Item 5. He said after further consideration, he believed the Deferred Compensation Plan was a key provision in working with the new contracts. He stated he would be willing to change his vote to the affirmative.

Paul Lipparelli, Legal Counsel, suggested the Board of Fire Commissioners (BOFC) make a motion to reconsider.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the previous action taken on Agenda Item 5 be reconsidered.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried with Chairman Larkin and Commissioner Jung voting “no,” it was ordered that Agenda Item 5 be approved.

**12-68F      AGENDA ITEM 13**

**Agenda Subject:** “Commissioners’/Manager’s Announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item.)”

Commissioner Jung said she participated in a ride along with Station 6, Mira Loma, personnel during which a medical call was received regarding a roll over accident involving six teenagers, two of whom were badly hurt. She encouraged the other Commissioners to participate in a ride along. She said she requested a breakdown of the volunteers’ capabilities at the last meeting, which she had not yet received. Kurt Latipow, Fire Services Coordinator, said it would be presented at the April 24, 2012 meeting. Commissioner Jung asked why it was being presented so late. Mr. Latipow replied staff needed time to compile the information and it was being brought forward as part of the volunteers’ needs assessment conducted by the consultants. He said he was given a little leeway to pull the information together when that request was made. Commissioner Jung said she also requested information about a couple of accidents the volunteers had been involved in. Mr. Latipow said he did not believe that request was made to him, but he would follow up on it.



Chairman Larkin said he requested an update regarding fire readiness. Mr. Latipow said that item would be on the agenda for the first meeting in May. He stated the preseason meetings were starting with the County's federal cooperators, and he noted a fixed-wing aircraft would be hard to come by. Chairman Larkin said that was why the County had a helicopter.

**12-69F      AGENDA ITEM 14**

**Agenda Subject: "Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole."**

There was no response to the call for public comment.

\* \* \* \* \*

**2:57 p.m.**      There being no further business to come before the Board, without opposition the meeting was adjourned.

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**ROBERT M. LARKIN**, Chairman  
Truckee Meadows Fire  
Protection District

**ATTEST:**

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**AMY HARVEY**, Washoe County Clerk  
and Ex-Officio Clerk, Truckee Meadows  
Fire Protection District

*Minutes Prepared By:  
Jan Frazzetta, Deputy County Clerk*

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
RESOLUTION TO AUGMENT THE FY 11-12 GENERAL FUND BUDGET  
IN THE AMOUNT OF \$1,823,276**

**WHEREAS**, in FY 11-12, the Truckee Meadows Fire Protection District and Sierra Fire Protection District have entered into an Interlocal Agreement for Fire Service and Consolidation; and

**WHEREAS**, the Truckee Meadow Fire Protection District is assuming the operating expenditures of the Sierra Fire Protection District as of April 1, 2012; and

**WHEREAS**, the District desires to have resources set aside to insure the District is prepared to expend the legally authorized budget to carry out the provisions of the Interlocal Agreement as of April 1, 2012; and

**WHEREAS**, the revenues and other resources of the General Fund of the Truckee Meadows Fire Protection District were budgeted to be \$20,660,855 on July 1, 2011; and

**WHEREAS**, additional resources from the FY 2011-12 Intergovernmental Revenues are available to the General Fund and in which appropriations are required to be augmented as follows:

General Fund:

a) Intergovernmental Revenues	<u>\$ 1,823,276</u>
Total Augmentation and Amendment	<u>\$ 1,823,276</u>

**WHEREAS**, there is a need to apply these proceeds in the previously mentioned fund.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the Truckee Meadows Fire Protection District shall augment and amend its FY 2011-12 General Fund budget by appropriating \$1,823,276 for use in the above-mentioned fund, thereby increasing its appropriations.

**BE IT FURTHER RESOLVED**, that the District shall forward the necessary documents to the Department of Taxation, State of Nevada.

Upon motion by Fire Board Commissioner, Braternitz, seconded by Commissioner Heber, the foregoing Resolution was passed and adopted this 10 day of April, 2012, by the following vote:

AYES Larkin, Heber, Hunke, Junk, Braternitz NAYS \_\_\_\_\_

ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

ATTEST: Washoe County Clerk  
Washoe County Clerk

Board of Fire Commissioners  
Robert M Larkin  
Robert Larkin, Chair

TRUCKEE MEADOWS FIRE PROTECTION FIRE DISTRICT

RESOLUTION

**A Resolution Adopting Amendment Number Two to  
Amended Interlocal Agreement for Fire Service and Consolidation  
in Accordance with NRS 277.045**

WHEREAS, cities and fire protection districts, as independent political subdivisions of the State of Nevada, may enter into cooperative agreements pursuant to NRS 277.045; and,

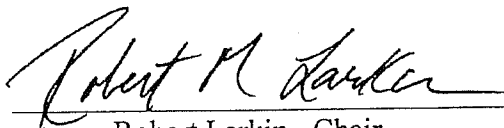
WHEREAS, the City of Reno and the Truckee Meadows Fire Protection District desire to modify the First Amended Interlocal Agreement for Fire Service and Consolidation dated July 1, 2004, as more fully set forth in Amendment Number Two to First Amended Interlocal Agreement for Fire Service and Consolidation, which is attached hereto as Exhibit "A;" and,

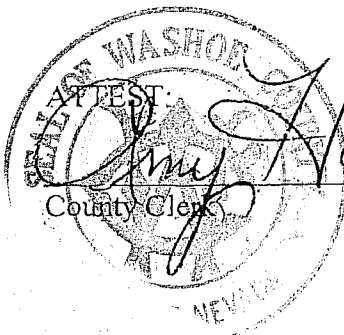
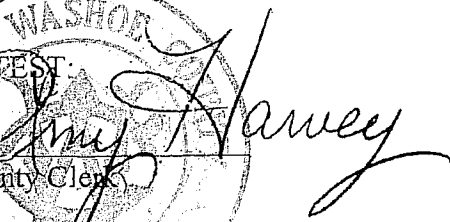
NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Amendment Number Two to First Amended Interlocal Agreement for Fire Service and Consolidation, which is attached hereto as Exhibit "A," are hereby adopted and approved.

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the Reno City Council for the City of Reno.

Adopted this 10<sup>th</sup> day of April, 2012.

BOARD OF FIRE COMMISSIONERS

  
Robert Larkin, Chair

  
TEST:  
  
County Clerk

12-63F

**AMENDMENT NUMBER TWO TO THE AMENDED  
INTERLOCAL AGREEMENT FOR FIRE SERVICE  
AND CONSOLIDATION TO TRANSFER REPAIR  
AND MAINTENANCE OF VOLUNTEER ROLLING  
STOCK AND ATTACHED EQUIPMENT FROM  
CITY TO TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

This Amendment Number Two ("Amendment") to the First Amended Interlocal Agreement for Fire Service and Consolidation dated July 1, 2004 ("Interlocal Agreement"), between the City of Reno ("City"), a municipal corporation and the Truckee Meadows Fire Protection District ("District") organized under Chapter 474 of the Nevada Revised Statutes, is premised upon the following recitals:

**RECITALS**

WHEREAS, since July 1, 2000, the City has provided fire suppression, fire prevention and related services to the District under the authority of the Interlocal Agreement; and

WHEREAS, cities and Fire Protection Districts, as independent political subdivisions of the State of Nevada, may enter into interlocal agreements and amendments relating thereto pursuant to NRS 277.045; and

WHEREAS, in May 2010, the City and the District adopted Amendment Number One to the Amended Interlocal Agreement for Fire Service and Consolidation in accordance with NRS 277.045; and

WHEREAS, the District gave the City notice of non-renewal of the Interlocal Agreement on June 28, 2011; and

WHEREAS, on March 13, 2012, in an effort to facilitate a smooth transition of its volunteer Rolling Stock and attached Equipment back to the District prior to dissolution of the Consolidated Fire Department, the District requested that the City transfer the maintenance and repair of such Rolling Stock and attached Equipment back to the District and expressly stated that the District was not requesting any change or reduction to the payments the District makes to the City related to this request; and

WHEREAS, pursuant to the District's request, the City and the District desire to amend Section 6.3 of the Interlocal Agreement entitled "Maintenance" to modify the first written paragraph to transfer all maintenance and repair of the District's volunteer Rolling Stock and attached Equipment back to the District on April 10, 2012 or upon adoption of this Amendment by the both the City and the District, whichever occurs latest, while keeping the District's payments to the City as they are currently provided in the Interlocal Agreement, as amended; and

WHEREAS, the parties agree that this Amendment will not amend any other provisions of the Interlocal Agreement; and

NOW, THEREFORE, BASED UPON THE FOREGOING RECITALS WHICH ARE INCORPORATED HEREIN AND IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS TO BE EXCHANGED AND PROVIDED THE PARTIES AGREE AS FOLLOWS:

1. Paragraph 1 of Section 6.3 of the Interlocal Agreement entitled "Maintenance" is hereby amended to read as follows:

Except for volunteer Rolling Stock and attached Equipment, the City shall be responsible for the normal maintenance and necessary repairs of the Equipment and Rolling Stock up to the amounts authorized for such maintenance and repair in each fiscal year's budget. Such maintenance and repairs shall be conducted in accordance with the City's schedule of maintenance and repairs for its own equipment and apparatus. The District shall assume all maintenance and repairs of the District's volunteer Rolling Stock and attached Equipment on April 10, 2012, or upon adoption of this Amendment by both the City and the District, whichever occurs latest. The transfer of such maintenance and repairs will not effect or reduce the District's payment obligations contained in the Interlocal Agreement, as amended, including the provisions Article 11.

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2. All other remaining provisions of the Interlocal Agreement and Amendment Number One shall remain in force and effect and shall not be altered by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year below noted.

CITY OF RENO

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

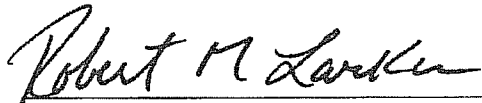
ATTEST:

\_\_\_\_\_  
City Clerk

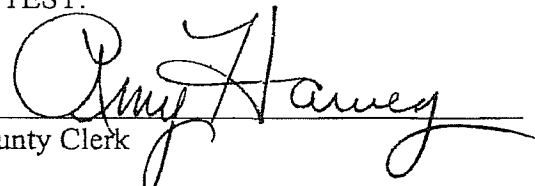
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

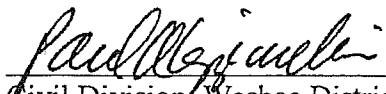
TRUCKEE MEADOWS FIRE  
PROTECTION DEPARTMENT

  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST:

  
County Clerk

APPROVED AS TO FORM:

  
Civil Division, Washoe District Attorney

**AMENDMENT NUMBER TWO TO THE AMENDED INTERLOCAL AGREEMENT FOR FIRE SERVICE AND CONSOLIDATION TO TRANSFER REPAIR AND MAINTENANCE OF VOLUNTEER ROLLING STOCK AND ATTACHED EQUIPMENT FROM CITY TO TRUCKEE MEADOWS FIRE PROTECTION DISTRICT.**

This Amendment Number Two ("Amendment") to the First Amended Interlocal Agreement for Fire Service and Consolidation dated July 1, 2004 ("Interlocal Agreement"), between the City of Reno ("City"), a municipal corporation and the Truckee Meadows Fire Protection District ("District") organized under Chapter 474 of the Nevada Revised Statutes, is premised upon the following recitals:

**RECITALS**

**WHEREAS**, since July 1, 2000, the City has provided fire suppression, fire prevention and related services to the District under the authority of the Interlocal Agreement; and

**WHEREAS**, cities and Fire Protection Districts, as independent political subdivisions of the State of Nevada, may enter into interlocal agreements and amendments relating thereto pursuant to NRS 277.045; and

**WHEREAS**, in May 2010, the City and the District adopted Amendment Number One to the Amended Interlocal Agreement for Fire Service and Consolidation in accordance with NRS 277.045; and

**WHEREAS**, the District gave the City notice of non-renewal of the Interlocal Agreement on June 28, 2011; and

**WHEREAS**, on March 13, 2012, in an effort to facilitate a smooth transition of its volunteer Rolling Stock and attached Equipment back to the District prior to dissolution of the Consolidated Fire Department, the District requested that the City transfer the maintenance and repair of such Rolling Stock and attached Equipment back to the District and expressly stated that the District was not requesting any change or reduction to the payments the District makes to the City related to this request; and

**WHEREAS**, pursuant to the District's request, the City and the District desire to amend Section 6.3 of the Interlocal Agreement entitled "Maintenance" to modify the first written paragraph to transfer all maintenance and repair of the District's volunteer Rolling Stock and attached Equipment back to the District on April 10, 2012 or upon adoption of this Amendment by the both the City and the District, whichever occurs latest, while keeping the District's payments to the City as they are currently provided in the Interlocal Agreement, as amended; and

**WHEREAS**, the parties agree that this Amendment will not amend any other provisions of the Interlocal Agreement; and

**NOW, THEREFORE, BASED UPON THE FOREGOING RECITALS WHICH ARE INCORPORATED HEREIN AND IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS TO BE EXCHANGED AND PROVIDED THE PARTIES AGREE AS FOLLOWS:**

1. Paragraph 1 of Section 6.3 of the Interlocal Agreement entitled "Maintenance" is hereby amended to read as follows:

*Except for volunteer Rolling Stock and attached Equipment, the City shall be responsible for the normal maintenance and necessary repairs of the Equipment and Rolling Stock up*

to the amounts authorized for such maintenance and repair in each fiscal year's budget. Such maintenance and repairs shall be conducted in accordance with the City's schedule of maintenance and repairs for its own equipment and apparatus. The District shall assume all maintenance and repairs of the District's volunteer Rolling Stock and attached Equipment on April 10, 2012, or upon adoption of this Amendment by both the City and the District, whichever occurs latest. The transfer of such maintenance and repairs will not effect or reduce the District's payment obligations contained in the Interlocal Agreement, as amended, including the provisions Article 11.

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2. All other remaining provisions of the Interlocal Agreement and Amendment Number One shall remain in force and effect and shall not be altered by this Amendment.



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year below noted.



ATTEST:

Lynnette R. Jones  
Lynnette R. Jones, City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney's Office

CITY OF RENO

for [Signature] DAVID AIAZZI  
By: Robert A. Cashell, Sr.  
Title: Mayor  
Dated: 4-04-12

TRUCKEE MEADOWS FIRE PROTECTION  
DEPARTMENT

[Signature]  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: 4-10-12

ATTEST:

[Signature]  
County Clerk

APPROVED AS TO FORM:

[Signature]  
Civil Division, Washoe District Attorney

RESOLUTION NO. 7684

A RESOLUTION ADOPTING AMENDMENT NUMBER TWO TO THE AMENDED INTERLOCAL AGREEMENT FOR FIRE SERVICE AND CONSOLIDATION TO TRANSFER REPAIR AND MAINTENANCE OF VOLUNTEER ROLLING STOCK AND ATTACHED EQUIPMENT FROM THE CITY TO THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT IN ACCORDANCE WITH NRS 277.045.

WHEREAS, cities and fire protection districts, as independent political subdivisions of the State of Nevada, may enter into cooperative agreements pursuant to NRS 277.045; and,

WHEREAS, the City of Reno and the Truckee Meadows Fire Protection District desire to modify the First Amended Interlocal Agreement for Fire Service and Consolidation dated July 1, 2004, as amended as set forth in Amendment Number Two to First Amended Interlocal Agreement for Fire Service and Consolidation, which is attached hereto as Exhibit "A," and,

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Amendment Number Two to First Amended Interlocal Agreement for Fire Service and Consolidation, which is attached hereto as Exhibit "A," are hereby adopted and approved.

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the Truckee Meadows Fire Protection District Board.

Upon motion by Council Member Hascheff, seconded by Council Member Zadra, the foregoing Resolution was passed and adopted this 4<sup>th</sup> day of April, 2012, by the following vote:

AYES: Hascheff, Zadra, Dortch, Aiazzi

NAYS: None

ABSTAIN: None

ABSENT: Gustin, Sferrazza, Cashell

APPROVED this 4<sup>th</sup> day of April, 2012.

for David Aiazzi DAVID AIAZZI  
ROBERT A. CASHELL, SR., MAYOR

ATTEST:

Lynnette R. Jones  
LYNNETTE R. JONES, CITY CLERK



## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting By and Through Its

State of Nevada Employees' Deferred Compensation Committee  
(Committee)  
Nevada State Library & Archives Bldg.  
100 N. Stewart Street, Suite 210  
Carson City, NV 89701

and

Truckee Meadows Fire Protection District  
PO BOX 11130  
Reno, NV 89520

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

WHEREAS, NRS 287.250 to 287.370, inclusive, authorize the Committee to create a program for deferred compensation, and whereas NRS 287.381 to 287.480, inclusive, authorize the political subdivision to create a program for deferred compensation;

WHEREAS, The Committee has created a deferred compensation program and pursuant to that program has entered into contracts with two investment providers, the Hartford and ING, with whom participants in the program may invest their deferred compensation;

WHEREAS, The investment options and fee and rate structure of the two investment providers in their contracts with the Committee are considered by the Political Subdivision to be generally more favorable than that which would be available to the Political Subdivision if the Political Subdivision were to independently contract with the investment providers;

WHEREAS, the Political Subdivision desires to join the program created by the Committee in order to obtain the more favorable investment options, fees and rates;

WHEREAS, the Committee desires to have the Political Subdivision participate in the Committee's program subject to the same terms and conditions as apply to state employee participants, except for limitations expressly provided below;

WHEREAS, the Committee has secured the consent of the investment providers to enroll the Political Subdivision's employees as participants in the Committee's program subject to the same terms and conditions as apply to state employee participants, except for limitations expressly provided below;

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

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

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein (the Committee), its officers, employees and immune contractors as defined in NRS 41.0307. Unless the context otherwise requires, "program" is synonymous with "plan" and "state of Nevada deferred compensation committee plan".

3. CONTRACT TERM. This Contract shall be effective upon approval through December 31, 2012, unless sooner terminated by either party as set forth in this Contract.

4. TERMINATION. This Contract may be terminated without cause by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without consent of the other. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired. Benefits accrued by participating employees of the Political Subdivision upon termination of participation in the plan shall remain in the plan until such are otherwise eligible for distribution under the terms of the plan.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: Independent contract between the State of Nevada Employees' Deferred Compensation Committee and Hartford Life Insurance Company, effective January 1, 2008 through December 31, 2012.

ATTACHMENT B: Independent contract between the State of Nevada Employees' Deferred Compensation Committee and ING Life Insurance and Annuity Company, effective January 1, 2008 through December 31, 2012.

ATTACHMENT C: The State of Nevada Deferred Compensation Committee Plan.

7. ASSENT.

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

b. Except as agreed otherwise in paragraphs 3) and 4), the Political Subdivision agrees:

1) to participate in the Committee's deferred compensation program subject to all contract terms and conditions as set forth between the State of Nevada Employees' Deferred Compensation Committee and Hartford Life Insurance Company, 200 Hopmeadow Street, Simsbury, Connecticut 06089, effective January 1, 2008 through December 31, 2012, and as set forth between the State of Nevada Employees'

12-6/12

Deferred Compensation Committee and ING Life Insurance and Annuity Company, One Orange Way, Windsor, Connecticut 06096-4774, effective January 1, 2008 through December 31, 2012;

- 2) to be bound by all current and any future State of Nevada Employees' Deferred Compensation Committee "Plan Documents", and "Investment Policies and Procedures";
  - 3) to cooperate with the investment providers and to provide all necessary and appropriate administrative services to enable Political Subdivision employees to participate in the Committee's deferred compensation program; and
  - 4) to provide an appeal process to Political Subdivision employees for denials of requests by Political Subdivision employees to make unforeseen emergency withdrawals from the program and to abide by any guidelines established by the Committee for this purpose.
- c. The Committee agrees to authorize the two investment providers to enroll employees of the Political Subdivision on terms and conditions consistent with this agreement. Execution of this agreement by the Committee constitutes such authorization.
8. INSPECTION & AUDIT.
- a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
  - b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
  - c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
9. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevail-

ing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

10. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

11. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

12. INDEMNIFICATION.

- a. To the fullest extent of limited liability as set forth in paragraph (10) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. . The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

13. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

14. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

15. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the

12-6/11

non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

16. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

17. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

18. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

19. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

20. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

21. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

22. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

12-617

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Truckee Meadows Fire Protection District Representative

BY: Robert M. Larkin Chairman 4/10/12  
Signature Title Date

Paul M. Leporelli 4/10/12  
Attorney for Truckee Meadows Fire Protection Dist. Date

### State of Nevada Employees' Deferred Compensation Program

BY: Tara Hagan Executive Officer 5/2/12  
Signature Title Date

12-61F

Approved as to form by:

Carrie L. Parker 5/2/12  
Deputy Attorney General for Attorney General Date

Amended 10-22-03