

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

TUESDAY

11:00 a.m.

APRIL 24, 2012

PRESENT:

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

**Amy Harvey, County Clerk**  
**Katy Simon, County Manager**  
**Paul Lipparelli, Legal Counsel**  
**Sandy Munns, Division Chief**

The Board convened at 11:37 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:

**12-70F            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.”

Carole Billau spoke on regionalization and her concerns regarding the proposed “Plan B” of the Transition Plan. She requested a budget sheet from January 2012 forward be placed in future staff reports and a budget report if the County submitted the proposed tax increase to the Nevada Taxation Board.

**12-71F            AGENDA ITEM 3A**

**Agenda Subject:** “Approval of the BOFC meetings minutes from March 27, 2012.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 3A be approved.

**12-72F            AGENDA ITEM 3B**

**Agenda Subject: “Approval of Volunteer Report for March 2012.”**

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 3B be approved.

**12-73F            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 Chief Michael Hernandez announced that a new, detailed format was being designed with respect to browned out stations, available apparatus and volunteer responses to significant events. He reviewed the summary of the volunteer firefighter activities for the month of March and a report from the Volunteer Association president. He stated there were some challenges in tracking the volunteers, but confirmed they were consistently being dispatched within their respective districts.

Based on a previous request from Commissioner Humke, Chief Hernandez indicated that a recent trip to Washington D.C. related to Staffing for Adequate Fire and Emergency Response (SAFER) Grants was billed to and managed through the Reno City Manager’s Office.

Commissioner Weber commended the Chief on the Volunteer Report. Chief Hernandez applauded all the volunteers. He noted that the Red Rock volunteers were consistently available, and he could always count on Volunteer Chief Pete Rucinski to answer the call. Commissioner Weber agreed.

Commissioner Breternitz inquired if the Silver Arbitration allowed the new Truckee Meadows Fire Protection District (TMFPD) to provide automatic aid within the City limits. Chief Hernandez was not positive what the Silver Arbitration covered, which was an old Arbitration agreement, but the legal interpretation spoke to apparatus placement inside the City. There was a component to that Arbitration that addressed the issue of primary response into the City of Reno proper for an outside entity. Because there was an implication there may be a challenge to entities, such as the TMFPD entering the City if those units were staffed by Reno Firefighters, Commissioner Breternitz requested clarification. Chief Hernandez indicated he would have Legal Counsel review that arbitration and deliver a bulleted format.

Division Chief Sandy Munns reported on recent volunteer firefighter injuries. He clarified that injuries occurred in August 2010, December 2011 and January 2012 and gave the status of those injuries.

Commissioner Jung asked if there were new policies and procedures for injuries based on the two most recent fires. Chief Munns said he would review the policies and procedures with the County Safety Officer.

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

**12-74F      AGENDA ITEM 5**

**Agenda Subject: “Authorize the Chair to sign an agreement pertaining to the provision of the Health Benefits Program for employees, dependents and retirees for FY 2012/2013, for the self-funded group health insurance plan for one year effective June 1, 2012, utilizing CDS Group Health as the Third Party Administrator/Utilization Management Services, PPO Network Services with Nevada Preferred Professionals, Dental Insurance Policy with Guardian, Life Insurance Policy with Standard Life Insurance, Stop Loss Policy with HCC, Vision Policy with VSP and Wells Fargo Insurance Services for Consulting Services for a total premium of \$1,643,999 and to execute all insurance contracts and service agreements pertinent to the Health Benefits Program for Truckee Meadows Fire Protection District and authorize the District to open a new checking account for the purpose of making health benefits program payments by the Third party Administrator and direct the County Treasurer to establish and maintain the account in the same manner as other County accounts.”**

Kurt Latipow, Fire Services Coordinator, clarified that the original calculation was projected utilizing numbers from the Sierra Fire Protection District (SFPD) employees entering the Truckee Meadows Fire Protection District (TMFPD). The projected fiscal impact now included the entire new/old District at full strength. The total cost would be \$1,643,999; however, with co-pays or the off-set from employees who paid a portion for their dependents, the total cost for the projected 113 to 116 employees would be \$1,226,829. He explained that this had gone to bid in December 2011, but due to the transitional nature of the new District, many bidders declined to submit a quote because the District was under 50 employees. At the time that was a correct statement, but as of July 1st, the District would be at full strength. He stated two qualified bids were received and believed when staff went to bid in December 2012, it would be more competitive and the District may be able to move away from the self-funded program.

In response to Chairman Larkin, Mr. Latipow explained that an agenda item from a March meeting concerning this item was pulled because all the information had not been gathered. The amount of the increase was due to the full calculation of the entire TMFPD beginning July 1, 2012.

There was no public comment on this item.

Commissioner Jung indicated that she did not support the deconsolidation of the Interlocal Agreement, but she would support this item so that the employees had the social safety net of health insurance.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 5 be authorized, executed and directed.

**12-75F            AGENDA ITEM 6**

**Agenda Subject: “Recognition of the I.A.F.F. Local 3895 pursuant to NRS 288.160 as the exclusive bargaining unit for current employees as identified in Article 2 of the Collective Bargaining Agreement between the Sierra Fire Protection District and Local 3895 which was assumed by the District on April 10, 2012.”**

John Berkich, Assistant County Manager and Acting Human Resources Director, said the Sierra Fire Protection District (SFPD) and I.A.F.F. Local 3895 submitted their constitutions, by-laws, list of current officers and a pledge not to strike. In addition, both groups asserted that they represented 100 percent of the membership currently represented by the two Associations. He said the Associations sought recognition as the exclusive bargaining units for all employees identified in Article 2 of the Collective Bargaining Agreement between the District and the Associations, which were assumed by the Truckee Meadows Fire Protect District (TMFPD) on April 10, 2012.

Commissioner Jung asked if this item would also be on the SFPD agenda. Mr. Berkich explained that the action would be taken pursuant to the agreement approved on April 10, 2012 to recognize those Associations as the ones representing 100 percent of the employees of the TMFPD. Commissioner Jung asked if two agendas would be presented after July 1, 2012. Paul Lipparelli, Legal Counsel, indicated that the TMFPD Board of Fire Commissioners was acting to recognize the bargaining units. He clarified that the SFPD would not cease to exist on July 1, 2012, would continue to have a budget, would continue to collect taxes and would continue to exist until the Board directed a way for the consolidation to be accomplished. He confirmed that this item only related to the TMFPD. Commissioner Jung stated that this item referenced the SFPD. Mr. Lipparelli explained that the SFPD Fire Board had already acknowledged the bargaining units and, since the TMFPD was assuming the responsibility for the terms of those collective bargaining agreements, the TMFPD Board Fire had to recognize them.

Chairman Larkin asked when the SFPD employees would become TMFPD employees. Mr. Berkich stated that the official transition date was April 9, 2012. Chairman Larkin remarked that SFPD employees were now TMFPD employees; therefore, it was appropriate for the TMFPD Fire Board to take action, but both Districts would remain in full-force and affect since they were governmental taxing units.

David Watts-Vial, Deputy District Attorney, stated that was correct. He said the SFPD employees transferred over on April 9, 2012. By way of the Interlocal Agreement, those employees became TMFPD employees and now the Associations from the SFPD were requesting recognition by the TMFPD as the exclusive bargaining units.

Chairman Larkin asked when a combined agenda could be brought forward. Mr. Lipparelli explained that the SFPD Fire Board still had a legal obligation to notice their meetings. He said it could be the same agenda, but the SFPD continued to exist and would continue to have meetings. Chairman Larkin stated there could be co-agendas with both Board's meeting independently. Mr. Lipparelli stated that was correct.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 6 be approved.

**12-76F      AGENDA ITEM 7**

**Agenda Subject: "Recognition of SFPD Chief Officers Association pursuant to NRS 288.160 as the exclusive bargaining unit for current employees as identified in Article 2 of the Collective Bargaining Agreement between the Sierra Fire Protection District and the Chief Officers Association which was assumed by the District on April 10, 2012."**

**12:07 p.m.**      Commissioner Humke left the meeting.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7 be approved.

**12-77F      AGENDA ITEM 8**

**Agenda Subject: "Discussion and possible action on Interlocal Agreement between Washoe County and the Truckee Meadows Fire Protection District regarding authorization to Washoe County to pool and invest District monies."**

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 8 be approved. Said Agreement is attached hereto and made a part hereof.

**12-78F            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 and Transition Team Leader, reported that more tasks had been completed as indicated in the staff report.

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

**12-79F            AGENDA ITEM 10**

**Agenda Subject: “Acknowledge termination by Reno of existing Interlocal Agreement for dispatch services effective June 30, 2012 and direction to staff on dispatch service options.”**

Kurt Latipow, Fire Services Coordinator, explained that the Interlocal Agreement between the District and the City of Reno for dispatch services was a separate Interlocal Agreement that ran parallel with the Consolidation Agreement. As a result of the withdrawal from the Fire Interlocal Agreement, the City determined it was appropriate to issue a “Notice of Termination” on the existing dispatch contract. He stated that an analysis had been completed for what type of service would be best for the new District. The draft of the analysis was submitted to the City for their review and comments, which were included in the staff report. The City’s comments were forwarded to the consultants, Emergency Services Consulting International (ESCI); however, the final draft did not change the recommendation. The recommendation was as follows:

- The Washoe County Sheriff’s Office (WCSO) dispatch provides Fire and EMS dispatch services for the TMFPD and the SFPD.
- The dispatch services contract for each of the fire agencies requires a performance based contract; outlining performance requirements, measurements, cost based on service requirements, and including an identified and equitable cost sharing formula.

Mr. Latipow stated that the WCSO had indicated that presently this was not operationally feasible and felt it was in the best interest for staff to receive direction to enter into negotiations with the 911-Emergency Communications Services (EComm) to strike a new Interlocal Agreement. However, he stressed the recommendations from the consultant would be embodied within those negotiations.

Commissioner Breternitz said at the current time the WCSO was not capable of providing these services, but could in the future. Mr. Latipow commented that he was not informed on the timeframe. Commissioner Breternitz inquired on the cost of the new agreement with the City. Mr. Latipow replied the cost would be between \$400,000 and \$500,000 a year. Commissioner Breternitz felt that the actual cost should

be known before entering into any agreement. He requested the timeframe when the WCSO was capable of providing the services and the cost, and felt that information should be received before a decision was made.

Chairman Larkin said the letter from the City indicated there was an attached proposed agreement, but that agreement was not included in the staff report. Mr. Latipow explained that staff was not asking for approval of that agreement, but was seeking direction to negotiate an agreement. Chairman Larkin asked what the amount of the existing dispatch contract was. Mr. Latipow stated the combined amount for the two Districts was approximately \$400,000. Chairman Larkin questioned the terms in moving forward. Due to the fact that the formula in the existing agreement was tied to the formula in the Fire Interlocal Agreement, Mr. Latipow replied the terms would be the same. Chairman Larkin commented that an extensive analysis for dispatch was completed during the Diamante Study and interesting ideas and concepts related to dispatch were discovered. Prior to authorizing any additional negotiations with the City, he requested a detailed analysis related to other dispatch opportunities that may exist in the region and a cost analysis. Mr. Latipow said that the Diamante Study was a “high flight” over dispatch services, but the analysis included in the staff report identified a number of dispatch centers and indicated that only two were viable. He stressed that there needed to be dispatch service available on July 1, 2012. Chairman Larkin suggested receiving a timeframe from the WCSO. He believed that in the area of public safety the Sheriff’s responsibilities included a dispatch center that was an all-call dispatch center.

Chairman Larkin said he had no appetite to continue a long-term relationship with EComm, which had proved to be inefficient, not cost effective and did not meet the needs of the volunteers or the new District.

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

*The following Agenda Items, #11 and #12 will be heard by the Washoe County Board of Commissioners who will convene as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District and the Sierra Fire Protection District. (Agenda Item #9 and #10 on the Sierra Fire Protection District Agenda)*

**12-80F            AGENDA ITEM 11**

**Agenda Subject: “Presentation on the Volunteer Fire Departments of the County Fire Suppression Program, the Truckee Meadows and Sierra Fire Protection Districts and discussion and possible acceptance of a related needs assessment that was developed per the Board adopted Transition Plan.”**

Kurt Latipow, Fire Services Coordinator, said the volunteer firefighters in the County had a long-standing history of providing service with some pre-dating the formation of the Truckee Meadows Fire Protection District (TMFPD). He said the Gerlach and Red Rock Volunteer Stations were part of the County’s Fire Suppression program since they were not in areas covered by an organized fire protection district. He

said the Verdi, Peavine, Cold Springs, West Washoe Valley and Galena Stations belonged to the Sierra Fire Protection District (SFPD), and the Palomino Valley, Lemmon Valley, Silver Lake, Cold Springs, Wadsworth, Hidden Valley and Pleasant Valley Stations were part of the TMFPD. He commented that the Palomino Valley and Hidden Valley Stations were Auxiliary Departments and were in the process of re-building.

Mr. Latipow said the departments totaled 181 volunteers with varying levels of training and certifications. Recognizing the important role volunteers had in providing service, the Transition Plan included the development of a Volunteer Needs Assessment. He said the result of the Needs Assessment was located in Attachment 2 of the staff report.

Commissioner Jung asked if Emergency Services Consulting International (ESCI) was still under contract and, if so, when did that contract expire. Mr. Latipow said ESCI was still under contract, but had transitioned into an “admin support plus” role and, due to lack of staffing resources, were assisting in staff requests.

In response to the call for public comment, Sean Wilburn, Pleasant Valley Volunteers Chief, thanked everyone for working diligently on the Needs Assessment. He was cautiously optimistic that the volunteers would be looked after and commended the Board for that occurring. He indicated that he incurred one of the aforementioned injuries and explained how and why that injury occurred. He remarked that he was invited from SFPD Station 30 to meet, go through each others, equipment and discuss the future. He said that was a first and commended the SFPD for having that attitude toward the volunteers.

Chairman Larkin asked how the Needs Assessment would move forward. SFPD Chief Charles Moore replied it began with good communication, which was underway. He said operational and capital needs were being reviewed and transitioning the volunteer apparatus repairs to the County. Chief Moore stated that a Master Plan was needed and would begin after July 1, 2012 in order to understand the career and volunteer interface and move the department forward as one unit.

Mr. Latipow said the transition of the volunteer fleet had been completed and mechanics had touched every piece of volunteer equipment.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 11 be accepted.

**12-81F            AGENDA ITEM 12**

**Agenda Subject: “Update on status regarding facility related items at Hidden Valley, Verdi, and Caughlin Ranch; and acceptance of staff recommendation to move forward with installation of accommodations to provide fire service to Hidden Valley, Verdi, and Caughlin Ranch.”**

Dave Solaro, Acting Public Works Director, reported that living quarters needed to be created next to the Hidden Valley Volunteer Two-Bay Station and a Special Use Permit was in the process of going through the Board of Adjustment to place a modular commercial coach on that site to be ready by July 1, 2012. He said the Verdi/Caughlin Ranch Station would be manned by the SFPD and property was being sought in the Mogul area for a land-lease. A commercial coach would be provided so the District could respond from that location to cover the Verdi and Caughlin Ranch areas.

Kurt Latipow, Fire Services Coordinator, said a comment had been made about the ultimate goal being regionalization. He noted that regionalization had been the continued direction provided by the Board, and was the reasoning for Temporary Use Permits and modular buildings. He stated that the funding was identified and approved for Capital Improvement Projects (CIP's) within both existing budgets.

Commissioner Weber inquired on the cost of the additions. Mr. Latipow replied that improvements to the Hidden Valley Station would be approximately \$185,000 and another \$200,000 for a rescue unit. He said the improvements to the Hidden Valley Station equated to about \$385,000. Mr. Latipow said the Verdi Station, utilizing commercial grade modular's, apparatus bays and site improvements, would be approximately \$400,000. He explained when the Board was presented with Plan B, those projections were included and emphasized these were one-time costs and, once in place, would be complete. He reiterated that the funds already existed in the budgets. Mr. Latipow said when conceptual drawings were concluded, those drawings would be presented to the Hidden Valley Homeowners Association (HOA) President to initiate meetings.

In the past, Commissioner Breternitz said proposals had been made to the City that would have precluded the District going to this extent. Since there was a renewed interest in the possibility of an arrangement with the City, he asked for some information related to the benefits of reverting to a previously proposed payment that would preclude the District in moving forward and the total costs.

Mary Walker, Walker and Associates, explained there was a comparison provided for the District moving forward on their own without automatic aid from the City and what needed to be done in Plan B in order to achieve servicing all the areas of the Districts without automatic aid. The total cost to the District in proceeding forward with no automatic aid would be about \$1.8 million a year with \$600,000 coming from reductions and \$1.2 million from an additional tax rate increase. She said there were also one-time costs associated with the Hidden Valley Station improvements. If the District had paid the City \$1.2 million, which was the net difference between Plan A and Plan B, the District would be able to save \$600,000 and that option was presented as a business alternative to the Fire Board during the April 10, 2012 meeting. Regardless of regionalization or automatic aid, she stated that the Verdi Station needed replacement. Ms. Walker indicated that the City would be paid \$1.2 million, in addition to the other services being provided to the City such as the Districts already providing \$1.3 million of additional automatic aid more than the City provided to the Districts. Another part of the

offer was to assume various sick and annual leave liabilities, as well as provide Station 14 to the City at basically no cost.

Commissioner Breternitz indicated that the Fire Board was not in a position to re-propose what was offered during the April 10, 2012 Fire Board meeting, but that opportunity may be available in the future. He inquired about financial concerns in the future if another offer was made. In order to have the Hidden Valley Station up and running by July 1, 2012, Ms. Walker explained that this needed to be approved today. She said the Verdi Station also needed to be completed and this was a cost-effective option. She was worried because 115 people would be hired and, if a deal was made with the City, those hired would be laid off. Commissioner Breternitz inquired on the number of employees needed for the Hidden Valley and Verdi Stations. Ms. Walker stated 15 employees would be needed for the two stations.

Mr. Latipow stated the plans were full of milestones. He noted that individuals were being tested and those 15 positions had not been offered.

Commissioner Jung said she had requested a reconsideration of the proposal and asked when that reconsideration was needed. Mr. Latipow said the Hidden Valley Station needed to proceed forward and, for personnel, would be 30 days out from June 18, 2012. Commissioner Jung asked the County Manager to work with Ms. Walker and Mr. Latipow to see if a special meeting for reconsideration was needed. Katy Simon, County Manager, indicated there was a Fire Board meeting scheduled for May 15, 2012. She said it would be a challenge to schedule a meeting before that date, but if necessary that would be attempted.

Chairman Larkin said replacement costs could be used, which would be \$1.8 million as the appropriate value, and inquired upon the fair value pricing for automatic aid within the constraints of the Hidden Valley Station. Ms. Walker opined that the District provided an additional \$1.3 million of service to the City than the City provided to the District, which was a sufficient amount of actual savings to the City since the City would not have to stand-up Station 9 if they utilized Station 13 in Stead. Staff's recommendation was that the \$1.2 million saved would be enough to place a third person in Washoe Valley. Chairman Larkin commented that the \$1.2 million was comparable to an already existing value of \$1.3 million. He asked if this was a long-term or short-term solution. Ms. Walker believed if the District stayed with automatic aid and paid the additional \$1.2 million until regionalization occurred, then the contract would no longer be needed.

Chairman Larkin did not prefer the term "paying for automatic aid," and felt "primary response" was what was being sought. He felt there was a willingness to pay for a primary response into a service area, but legal advice was needed since there were various opinions about the City's Local 731 contract. He believed that the Local 731 contract could not preempt any agreement the City entered into with another agency when it came to fire.

Chief Moore said that was accurate, particularly in Hidden Valley if the City was responding there as first primary; however, it was also the capability within the SFPD to do the same for the City. Chairman Larkin said the appropriate question was what was best for the citizens of the County. He felt that the commercial coach for the Hidden Valley Station was an appropriate expenditure and made sense to put money into that facility.

Chairman Larkin asked what the Diamante Study suggested about the proper placing of fire stations in the Hidden Valley area and the Southeast area of the City. Mr. Latipow said the Study stopped short in that area so staff moved forward to the Regional Standard of Cover, which confirmed that the new Arrowcreek Station was in a good location and gave the City options for their new station. He said the Study recommended moving forward with regionalization and that Station 14 be moved to the Mt. Rose and Virginia Street vicinity. On the north, the Regional Standard of Cover recommended that Station 9 not be occupied and two new stations be built with the possibility of closing Station 13. Chairman Larkin said an additional value in the Hidden Valley area was the volunteer component. He said the \$385,000 was a valuable investment in that community for the volunteer professionals recruited for that station.

There was no public comment on this item.

Commissioner Breternitz moved to proceed forward with the staff recommendations to begin the installation of accommodations and provide service to the Hidden Valley, Verdi and Caughlin Ranch areas. Commissioner Weber seconded the motion.

Commissioner Jung asked if the motion included the potential for the \$1.2 million primary aid contract being implemented. Based on Ms. Walker's comments, Commissioner Breternitz felt the Board could make that work with the motion moving forward.

On call for the question, the motion passed on a 4 to 0 vote with Commissioner Humke absent.

**12-82F      AGENDA ITEM 13**

**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."**

There was no closed session scheduled.

**12-83F            AGENDA ITEM 14**

**Agenda Subject: “Commissioners’/Manager’s Announcements, requests for information and identification of topics for future agendas. (No discussion among Commissioners or action will take place on this item.)”**

Commissioner Jung requested an accounting of all District property, their functionality, a full side-by-side equipment inventory between the Sierra Fire Protection District (SFPD) and the Truckee Meadows Fire Protection District (TMFPD) and the fiduciary responsibilities. She requested the budget from January 2012 going forward be placed on every agenda, the date for the proposed property tax increase and the process for that increase.

Kurt Latipow, Fires services Coordinator, stated that the TMFPD owned their equipment, but he would provide an update to the Board.

**12-84F            AGENDA ITEM 15**

**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.”**

Carole Billau said as the new District stood up, she requested a budget sheet similar to the steps completed in the Transition Plan.

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**ADJOURNMENT**

**1:01 p.m.** There being no further business to come before the Board, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, 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:  
Stacy Gonzales, Deputy County Clerk*

**INTERLOCAL AGREEMENT**

1. PARTIES This Interlocal Agreement (“Agreement”) is entered into between Washoe County, by and through its duly constituted Board of County Commissioners (“County”), and Truckee Meadows Fire Protection District (“District”), by and through its duly constituted Board of Fire Commissioners, a local government as defined in NRS 354.474 and all parties are hereafter occasionally referred to as “the Parties.”

2. RECITALS

2.1 The Parties are public agencies under NRS 277.100;

2.2 NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform;

2.3 NRS 355.168 and 355.175 authorize the County’s Treasurer (“Treasurer”) to invest by pooling any money held by the Treasurer for local governments, including that of the District;

2.4 District desires to have certain monies deposited with Treasurer to be pooled with monies of County and other local governments for investment in County’s pooled investment fund (“Fund”); and

2.5 County and District desire to enter into an agreement to set forth the terms and conditions, upon which said monies are to be pooled and invested.

3. PRIOR AGREEMENTS This Agreement cancels and supersedes, as of the effective date hereof, any previous agreement, whether oral or written, between County and District regarding the subject of this Agreement.

4. AUTHORIZATION TO POOL AND INVEST District hereby authorizes County and Treasurer, and County and Treasurer agree, to invest certain monies tendered by District in the Fund without compensation pursuant to the terms and conditions hereof.

5. IDENTIFICATION OF DISTRICT MONIES District will deposit certain monies with Treasurer from time to time for the purposes set forth herein.

6. INVESTMENTS AND ALLOCATION

6.1 Treasurer shall invest District’s monies in such securities only as authorized by NRS 355.170 and 355.171 as well as other applicable provisions of Nevada Revised Statutes and any special applicable law and in accordance with County’s investment policies (a copy of which District acknowledges receipt).

6.2 Treasurer will allocate and distribute on account for District the District’s pro rata share of any gains, losses and interest earnings in the Fund based upon the proportion of

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District's monies to the total value of the Fund and also based on the average cash balance in the Fund over the applicable accounting period. Any related third party charges shall likewise be allocated to District. District acknowledges that the County and the Treasurer utilize the services of a professional fund manager as well as a statutorily required third party custody agent and that District's pro rata share of expenses will include the fees to pay these professional managers/agents.

7. PROCESSING DISTRICT'S DEBT PAYMENTS

7.1 In the event that District deposits with Treasurer monies which are obligated under special financing, such as bonds, District shall be solely responsible for monitoring the status of such special financing and determining if and when it is appropriate to call such special financing. Until District advises Treasurer in writing that it is calling such special financing and directs Treasurer to cease payments, Treasurer shall process payments on such special financing on behalf of District in accordance with instructions of issuance.

7.2 Treasurer may act as paying agent or select a third party paying agent to process bond payments. Any charges by such a third party shall be deducted from District's monies in the Fund.

8. REPORTING Washoe County Comptroller shall deliver to District as soon as practical following the end of each quarter of each fiscal year a report revealing the Fund's balances, earnings, losses and prorata allocations thereof to District.

9. DISTRICT'S AUTHORIZED AGENTS District shall promptly advise Treasurer in writing of the name(s) and address(es) of its employee(s)/agent(s) who is/are authorized to advise and instruct Treasurer concerning the matters of this Agreement. District will also provide to Treasurer specimen signatures of the authorized employee(s)/agent(s). Treasurer shall not suffer any liability whatsoever with respect to any action taken in reliance upon any written instructions or notices which Treasurer shall, in good faith, believe to be genuine and to have been signed by District's authorized employee(s)/agent(s).

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10. WITHDRAWALS AND TERMINATION

10.1 District is entitled to make partial withdrawals of its monies out of the Fund provided District delivers to Treasurer written notice and specific instructions regarding said withdrawal. Treasurer shall comply therewith at the first reasonable opportunity presented by the markets and in consideration of the type of investments used in the Fund, but only so long as the Fund incurs no loss or risk to its remaining investments, and further so long as District pays any penalties, losses and third-party-expense related to said withdrawal. Cash distribution shall be determined by par value of securities at liquidation, if necessary.

10.2 This Agreement may be terminated by either party upon thirty days (30) written notice or upon the enactment of any law inconsistent herewith. The value of the Fund at the expiration of said thirty (30) days shall determine the prorata value of District's monies, including earnings and losses, available for withdrawal. Notwithstanding the thirty (30) day notice, said withdrawal of District's monies from the Fund shall occur over that period of time

which in the reasonable determination of Treasurer is necessary to protect the Fund's other investments from risk and loss in accordance with sec. 10.1 above, not to exceed eight (8) months. The party electing to terminate this Agreement shall pay all penalties, losses and third-party-expense related to said withdrawal.

## 11. INDEMNIFICATION/HOLD HARMLESS

11.1 The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act by any of that party's employees, agents, or servants in connection with the performance of obligations assumed pursuant to this Agreement.

11.2 Each Party further agrees, to the extent allowed by law pursuant to NRS Chapter 41, to hold harmless, indemnify and defend the other from any and all losses, liabilities, or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of its own employees, agents, or servants.

11.3 The indemnification obligation pursuant to this section is conditioned upon receipt of prompt written notice by the indemnifying party of the indemnified party's actual notice of any action or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

11.4 District agrees that it is investing at its own risk and that past performance is no guarantee for future performance. District agrees to hold the county harmless from all claims, suits, actions, costs, losses, penalties, taxes and liabilities, including court costs and attorney's fee, arising from or related to investment performance under this Agreement.

## 12. MISCELLANEOUS PROVISIONS

12.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

12.2 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

12.3 This Agreement may not be modified, amended, assigned, transferred, nor may any rights, obligations or duties hereunder be delegated in any respect without the written consent of the other party hereto.

12.4 In the event either party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

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12.5 This Agreement is made in, and shall be governed, enforced and construed under the laws of the County of Washoe and the State of Nevada. The parties consent to the personal jurisdiction of any state or federal court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by any such state or federal court under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

12.6 No delay or omission by either party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

12.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of an agency party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

Washoe County Treasurer  
Administration Complex  
1001 East Ninth Street, Suite D 140  
Reno, Nevada 89512

Truckee Meadows Fire Protection District  
1001 East Ninth Street  
P.O. Box 11130  
Reno, NV 89520

Any person may change its address for notice by written notice given in accordance with the foregoing provisions.

12.8 The Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be recorded.

12.9 This Agreement is effective upon the later of the date the last signing party signs this Agreement ("Effective Date"), or July 1, 2012.

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IN WITNESS WHEREOF, the Parties have executed this Agreement.

WASHOE COUNTY

TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT

Dated this 15<sup>th</sup> day of May, 2012

Dated this 24 day of April, 2012

By: Robert M Larkin  
Robert Larkin, Chairman  
Board of Commissioners

By: Robert M Larkin  
Robert Larkin, Chairman  
Board of Fire Commissioners

ATTEST [Signature]  
SEAL OF WASHOE COUNTY  
STATE OF NEVADA  
Chief Deputy

ATTEST [Signature]  
SEAL OF WASHOE COUNTY  
STATE OF NEVADA

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