

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

TUESDAY

11:00 a.m.

MAY 15, 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 12:02 p.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:

12-85F 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 said the Hidden Valley Station’s Special Use Permit only mentioned landscaping, parking spaces, and signage repair; but did not say what would be done with the existing facility. She stated the photographs of the Station’s condition showed it needed some repairs, especially since new apparatus would be housed there. A copy of the photographs was placed on file with the Clerk. She said her neighbors believed the Station would have a three-man crew, but she would like it put on the record there would only be a two-man crew. She asked where the second engine would come from and if the Truckee Meadows Fire Protection District (TMFPD) would get any of the Sierra Fire Protection District’s (SFPD’s) paramedics.

Thomas Daly asked the Commissioners to vote no on the automatic aid agreement with the City of Reno and to continue to support Plan B, which was standing up the TMFPD. He noted the value of the offer to the City of Reno exceeded the value of automatic aid to the District, and the additional \$1.2 million the City of Reno sought was not supported by any analysis and was simply extortion. He said supporting that payment would be a breach of the Commissioner’s duty to the District’s constituents.

Tom Motherway said the City of Reno's mismanagement of its finances and having to go to the taxpayers to sustain its feather-bedded union contract was shameful, and there was no reason for Washoe County to contribute to that shame. He urged the Commission to stick with Plan B and to reject the extortion proposed in the automatic aid agreement.

CONSENT AGENDA – ITEMS 3A AND 3B

12-86F AGENDA ITEM 3A

Agenda Subject: “Approval of BOFC meeting minutes from April 10 and April 24, 2012.”

There was no response to the call for public comment.

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

12-87F AGENDA ITEM 3B

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

There was no response to the call for public comment.

Commissioner Jung felt the exact date and time to transition service delivery from the City of Reno to the Truckee Meadows Fire Protection District (TMFPD) was self evident, but that was not reflected in Item 23 on page 3. John Slaughter, Management Services Director, said the transition date was July 1, 2012, but an exact time of day still had to be determined.

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

12-88F AGENDA ITEM 4

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

Reno/Truckee Meadows Fire Chief Michael Hernandez reviewed his report, which included brownouts, Truckee Meadows Fire Protection District (TMFPD) responses in April, significant events, and volunteer statistics.

Commissioner Breternitz noted there had been a change in format, and there used to be a category for closed stations. He said this report listed four stations that were browned out 100 percent of the time, and he asked what the difference was between

100 percent browned-out and closed. Chief Hernandez said he would have to look at one of the older reports to see what the difference was but, in response to Commissioner Weber's request, an attempt was made to simplify the report and to be more specific regarding station brownouts. Commissioner Breternitz said the closed stations category made it simple to note which stations were closed.

Commissioner Jung asked Chief Hernandez to explain to the public what would be happening July 1, 2012. Chief Hernandez replied a fire station was being relocated and, because some of Reno's fire stations had been closed for a significant period of time, it took time to make sure they were prepared to be reopened and operational on July 1, 2012. He said there was a two-year federal staffing grant that would keep all of Reno's fire stations open and no brownouts were planned at this time.

Commissioner Jung said it appeared from the report more incidents were happening. Chief Hernandez stated he anticipated a spike in activity after school let out, and because it was summer and the fuel loads were high. He said all reports indicated this would be an above average year for fire activity.

Commissioner Jung asked if any ordinances or laws regarding shake roofs had been looked into. Chief Hernandez said fire service personnel believed shake roofs were inappropriate, especially in a wildland/urban interface, and the international codes did not recommend using them. He stated there had been discussion on modifying Reno's code to prohibit future installation of shake roofs, but it had not been acted on.

Chairman Larkin asked what Air 1 was. Chief Hernandez replied it was a unit used to resupply the firefighters' air bottles. Chairman Larkin noted RAVEN was dispatched once in April and was part of the initial attack on the Panther Valley fire yesterday. Chief Hernandez said RAVEN was instrumental in knocking down the leading edge of the fire. He said he did not know the cause of the fire because he had not seen the investigator's report. He advised RAVEN was an asset in reaching inaccessible areas. Chairman Larkin said he remembered there were cost sharing issues, and was there an agreement regarding RAVEN's use with the Sheriff's Office and the City of Reno. Chief Hernandez said he was aware the City of Reno paid a different rate per hour/per use than the County did due to the County contributing towards RAVEN's maintenance and sustainability costs.

Commissioner Humke noted the summary of the volunteer responses was helpful. He asked if it had been a typical April scenario. Chief Hernandez replied it was unusual to see this level of fire activity already, and he anticipated the level would increase during the next quarter.

12:25 p.m. Chairman Larkin left the meeting and Vice Chairperson Weber assumed the gavel.

Commissioner Humke said the TMFPD was being stood up and there would be two fire agencies working together on fires. He suggested Chief Hernandez be a

consultant to TMFPD on standing it up and on working with the volunteers. He asked how the volunteers could be made to be more effective. Chief Hernandez said he and Chief Moore discussed some of the opportunities the City and the County were currently faced with, and he believed there was a lot of room to utilize the volunteers. He said each volunteer agency had their own contract, standards of performance, and rules, which needed to be consolidated into one uniform agreement with minimum response and training standards. He said regarding dispatch, the career departments get toned out first, but almost immediately the tones would be heard for the volunteers. He stated the volunteers were force multipliers, especially for large scale events and in rural areas. He said he and Chief Moore discussed using volunteer service as a stepping stone for getting into a career organization.

Commissioner Humke said having one volunteer contract would allow the volunteers to serve shifts in stations other than their own. Chief Hernandez stated if the volunteers were brought under one umbrella, a system could be built where a minimum number of hours were required to be spent at a station, for either training or staffing the station.

Vice Chairperson Weber asked if the information the Chief was giving the Board in this report was the same information the Board had been getting all along. Chief Hernandez replied it was with the addition of the volunteer responses and how many times the volunteers were dispatched and also when the calls were cancelled. He said manually going through the volunteer records consumed more staff hours, but he was happy to do that if it provided a more comprehensive report for the Board. Vice Chairperson Weber felt that information was important and would help with recruiting volunteers.

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

12-89F AGENDA ITEM 5

Agenda Subject: “Discussion and Action on the Truckee Meadows Fire Protection District Tentative Budget for Fiscal Year 2012-13.”

Charles Moore, Truckee Meadows Fire Protection District (TMFPD) Transitional Fire Chief, said a sustainable budget had been established, which was revenue and expenditure neutral not only for this year but for the following year when a further decline in revenues was expected. He explained the District’s revenue would improve when the economy started to improve. He said in addition to the wage concessions and the flexible staffing offered by Local 3895, it took a lot of effort on the part of staff and the Board to achieve this budget.

Chief Moore discussed the service levels for structure fires and brush fires. He said there would be 115 paid staff supported by 120 volunteers and another 60 volunteers assisting with logistics. He stated \$480,000 was allocated in the capital budget to improve the volunteer’s paging system, because the volunteers indicated they typically

did not receive the pages. He said the capital budget also included replacing two Type 1 Engines at Stations 13 and 18, which were mechanically challenged due to their age and the number of miles travelled. He stated \$1 million was allocated as an emergency fire fund in the event there would be another catastrophic fire or fires. He said this balanced budget was a significant turnaround from what the District faced a year ago, and sustained the service level for the next two years and for the coming years.

12:42 p.m. Chairman Larkin returned to the meeting and assumed the gavel.

Commissioner Humke asked if the Chief was further along in creating a reserve group of firefighters that would be on a career path and would train to the same standard as the career firefighters. He felt doing that would allow moving personnel around. He stated that capability was important because the Hidden Valley volunteers were dispatched 11 times, but no one responded because no one was at the Hidden Valley Station. Chief Moore said the service to Hidden Valley was being improved by having the Station staffed fulltime. He stated he had a recent discussion with John Sieben, Verdi Volunteer Fire Department Fire Chief; Kim Toulouse, former volunteer for the Verdi Volunteer Fire Department; and Alex Kukulus, Local IAFF 3895 President. He said the intent was to develop a pilot program where the career-minded volunteers had an opportunity to gain more experience by riding along with career staff. He stated where there was a three-person engine company, they would like to see the volunteer become the fourth person. He said that could possibly give them more preference points when there were career positions available to be filled. He said going on more calls would provide the volunteers with more experience, and it was hoped volunteers throughout the program would want to participate. He stated it would be good for service levels, as well as being good for the volunteer.

Commissioner Humke asked if the volunteers could be called in with nominal pay to fill out a crew. Chief Moore said paying a volunteer crossed the line from being a volunteer to being an employee, and legally that would have to be figured out. He stated there had been discussions about providing incentives, and he advised 10 percent of the total SAFER Grant was available to be used as an incentive for the volunteers. He said giving college tuition to the volunteers would qualify as an incentive under the SAFER Grant, which could encourage more volunteers to be the fourth firefighter.

Commissioner Humke asked if the Hidden Valley Station would ever have a three-person response and what was the schedule for working on it. Chief Moore replied the response would typically be a two-person crew, but it could be staffed with a three-person crew on days when no one was off. He said there was money for facility maintenance and the Hidden Valley Station would be given priority.

Commissioner Humke asked about the allocation of emergency medical technicians (EMT's) from the Sierra Fire Protection District (SFPD) to all of the TMFPD. He asked how an EMT would be assigned to Hidden Valley or was Hidden Valley well within Regional Emergency Medical Services Authority's (REMSA's) service area so there would not be the same concern as there would be for the more remote

unincorporated areas. Chief Moore said the most frequently asked question at the Citizen Advisory Board (CAB) meetings was regarding the service level in the TMFPD. He stated there was a cost to providing the EMT's, and he believed staff needed to look at the possibility of doing that after getting further into the upcoming budget cycle to see how things were going. He said once an engine was staffed at the paramedic level, it needed to be maintained as such. He stated to do that system-wide was a complex problem requiring planning and financial analysis. He advised a lot of people were being hired who were already paramedics, so it was possible that service level could be extended to other stations. He believed it should first be understood what station received the most medical calls relative to its distance from REMSA, and that station should be the first priority as opposed to a station with a short REMSA response time.

Commissioner Jung asked if there would be anything that would prohibit distributing the EMT's after the merger. Chief Moore felt there was nothing that would prohibit that from happening, but he would have to confirm that.

Commissioner Jung asked where the second engine to assist Hidden Valley would come from. Chief Moore said assistance would come from Engine 14, located near Wal-Mart; Engine 36, Arrowcreek; and there was also automatic aid from the City of Sparks in the mix.

Chairman Larkin said he received questions about Plan B and raising the TMFPD's rate from \$.48 to \$.54, while service would be downgraded. He asked for the rationale for equalizing the rate between the SFPD and the TMFPD and what would have happened to the rate if the agreement was continued with the City of Reno. Mary Walker, Walker and Associates, advised the increase required to stay with the City of Reno would have been around \$.15 and the TMFPD increase was \$.0687, which was less than half of the tax rate increase needed to stay with the City of Reno. She said both the TMFPD and the SFPD lost approximately 25 percent of their annual ongoing revenues, which was in the \$7 million dollar range for both of them combined. She stated the County's primary goal was to ensure no fire stations were closed, which was accomplished by going to three-person staffing. She stated if the County had stayed with the City of Reno, two TMFPD stations and one SFPD station would have been closed simply because of the cost of service. She explained those costs were due to Reno's firefighters' salaries being up to 7 percent above regional parity and due to four-person staffing. She stated the concessions Local 3895 made brought the District to financial stability.

Ms. Walker said the cost per station for the City of Reno would be \$1.5 million, but the District's cost per station would be less than \$1.1 million. She advised the TMFPD would provide a more efficient and cost effective service and would provide service to all areas. She stated the comment was taxes would be increased while service would be lowered, but structural fire calls for the TMFPD was only two percent of the calls. She advised 98 percent of the calls would be responded to adequately with three-person staffing. She said the choice was to close down the station in Cold Springs, Washoe Valley, or Verdi. She stated that would essentially leave the area for whichever station was closed without fire or emergency medical resources, because in those areas it

was REMSA's best effort to respond. She explained the City of Reno had to close 7 of 14 stations over the last few years, either permanently or temporarily, and everyone knew the County would be in the same boat if it stayed with the City of Reno. She acknowledged the tax rate was increasing, but the District would have 11 fire stations and 13 volunteer fire stations, which would make the District one of the largest fire departments in Nevada outside of Clark County. She stated all of the fire departments outside of Clark County and the City of Reno had three-person engine companies. She commended the Board and the County Manager for providing conservative fiscal leadership to make sure the TMFPD was finally financial sustainable now and in the long term, which this budget did.

Chairman Larkin asked if the TMFPD would be able to answer all of the TMFPD calls shown in Reno/Truckee Meadows Fire Chief Michael Hernandez's April report with the resources available. Chief Moore replied there would be an immediate response from all the previously staffed stations and the numbers would stay the same.

Chairman Larkin thanked Chief Moore for attending the Spanish Springs Citizen Advisory Board (CAB) meeting. Chief Moore commented it was wonderful the citizens were so engaged in their fire protection, and he had never seen another community that took such a keen interest in it. Chairman Larkin said Chief Moore's and Ms. Walker's testimony today indicated the TMFPD budget was sustainable. Chief Moore confirmed it was. He noted whether or not the budget was sustainable was the top question asked by the job candidates because, even though they wanted the job, they did not want to get laid off in two years.

Chief Moore said the architectural plans were ready to present to the Hidden Valley community tomorrow night. Chairman Larkin asked about Arrowcreek's status. Chief Moore replied both it and the Joy Lake Station were open as of yesterday.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 5 be approved and directed the final budget would be heard on May 21, 2012.

12-90F AGENDA ITEM 6

Agenda Subject: "Discussion and action on a Resolution creating the Truckee Meadows Fire Protection District Health Benefits Internal Service Fund as of July 1, 2011."

Kurt Latipow, Fire Services Coordinator, said this item was the result of changing the District's group medical insurance plan to a self-insured plan.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6 be approved. The Resolution for same are attached hereto and made a part of the minutes thereof.

12-91F AGENDA ITEM 7

Agenda Subject: “Discussion and Action on a Resolution Approving Cooperative Agreement for Alternative Distribution of Taxes between the Truckee Meadows Fire Protection District and the Palomino Valley General Improvement District.”

Kurt Latipow, Fire Services Coordinator, explained to make the necessary changes to the Truckee Meadows Fire Protection District’s budget, there had to be an agreement with the Palomino Valley General Improvement District (GID) to bring their cap down.

There was no response to the call for public comment.

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

12-92F AGENDA ITEM 8

Agenda Subject: “Recommendation to approve a new 1.0 FTE Truckee Meadows Fire Protection District Finance Officer position as evaluated by the Job Evaluation Committee. The salary range is \$53,040 to \$68,931 with the total salary and benefit top step cost of \$93,994.”

Kurt Latipow, Fire Services Coordinator, said the Finance Officer (FO) position was part of the approved staffing plan for the Truckee Meadows Fire Protection District (TMFPD). He advised the contract for Mary Walker, Walker and Associates, was being reduced substantially, and it was anticipated it would go down even more next year. He said Ms. Walker would continue as the District’s Certified Public Accountant but, because of the District’s size, a FO was needed on a daily basis.

Commissioner Jung asked if this was also reflected in the Sierra Fire Protection District’s (SFPD’s) budget. Ms. Walker said it was, because the SFPD paid a proportionate share of the TMFPD’s budget. She advised she did the compilation of the budget, the revenue projections, and prepared the financial statements for the audits along with doing other associated audit work. She stated the audit work was typically not done by staff. Commissioner Jung asked what Ms. Walker’s budgeted amount was for last year for the SFPD and the TMFPD. Ms. Walker replied \$30,000 to \$35,000 for this Fiscal Year for the SFPD and \$65,000 for the TMFPD, and the following year it would be \$25,000 and \$45,000 respectively. She noted the amount would continue to go down from there. She explained one of her duties next year would be to train the FO on running

the finances of two local governments, which would require the FO to know all of the State laws to make sure they were met and to make sure the audits were clean.

There was no response to the call for public comment.

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

12-93F AGENDA ITEM 9

Agenda Subject: “Discussion and possible approval of an Interlocal Agreement for Dispatch Services between the Truckee Meadows Fire Protection District and the City of Reno in an amount not to exceed \$517,000 for fiscal year 2012/2013 and direction to staff to develop a plan to transition dispatch services for the District to the Washoe County’s Sheriff’s office no later than January 1, 2013.”

Kurt Latipow, Fire Services Coordinator, said because the Interlocal Agreement was expiring, the City of Reno would also be terminating the dispatch agreement. He stated the Board directed staff to continue negotiating with the City of Reno while also looking at other dispatch possibilities. He noted the draft agreement was for one year and was renewable for an additional year, but it also contained a 90-day no cause termination clause.

Mr. Latipow stated staff met with the Sheriff’s Office (SO), and it was believed it would be ultimately in the best interest of the Truckee Meadows Fire Protection District (TMFPD) to transition its dispatch to the SO. However, it was recommended the transition be well planned and coordinated between the SO and the City of Reno’s Regional Emergency Communication Center (ECOMM), which would happen no later than January 1, 2013.

Mr. Latipow said until the TMFPD and the Sierra Fire Protection District (SFPD) were fully consolidated, the SFPD would contribute towards the cost of the dispatch services.

Commissioner Jung asked where this item was shown in the transition costs. Mr. Latipow said it was not in the transition budget, which only went to July 1, 2012. He said the amount paid for dispatch was in the current Interlocal. Commissioner Jung felt this was still part of the transition costs, and she wanted to see what all of the wrap-ups would cost. She said this was \$517,000 and there was the cost of another person, which totaled almost \$600,000. Mr. Latipow stated he was trying to understand the question because the transition budget had no impact after July 1, 2012, but represented the cost to stand the District up and for it to be self-sustaining starting July 1, 2012. Commissioner Jung said the SAP payroll system would be an ongoing cost. Mr. Latipow replied that was software costs and would not be ongoing. Commissioner Jung mentioned patches, boots and so on. Mr. Latipow said the uniforms would be a onetime cost and would be carried by the uniform allowance. He stated the personal protective

equipment (PPE) was an estimate, because staff did not know how many people would transition from Reno with their own PPE.

Commissioner Jung indicated she wanted a side-by-side comparison showing the one-time costs and the annual costs to run the TMFPD. Mary Walker, Walker and Associates, said the transition budget was the one-time costs to stand up the District with the SFPD. She advised the operating costs were in the District's budget just approved. Commissioner Jung said she wanted to see everything separated out instead of being all rolled up, because it was too confusing to explain to people that way.

Undersheriff Todd Vinger, noted the Sheriff said the dispatch center would need plenty of time to hire and train enough people to handle calls for the TMFPD. He thanked the fire personnel from the SFPD, the City of Reno, the TMFPD, and the North Lake Tahoe Fire Protection District (NLTFPD), the IT personnel, and the dispatch personnel for the team effort in bringing this all together as quickly as possible. He said he understood Commissioner Jung's request to see a side-by-side comparison, because in reality they would converge as the transition occurred, which would cause some costs to happen at the same time. He stated the SO was ready to take on this challenge.

Chairman Larkin said he was not optimistic about Reno's acceptance of this Interlocal at the elected level, and what was the contingency plan if that was the case. Undersheriff Vinger said he spoke with the Sheriff and the preferred method was a smooth transition but, if that was not possible, the SO would stand ready on July 1, 2012 to provide dispatch services to the TMFPD.

Fire Chief Mike Brown, NLTFPD, stated the NLTFPD shared dispatch with the SO and everyone was working together to come up with contingency plans to answer the calls. He believed all of the agencies in Washoe County would participate to make sure this happened for the citizens.

Chairman Larkin asked what would be the latest date for a response from the City of Reno regarding this Interlocal. Undersheriff Vinger replied the answer would be available on May 23rd when the Reno City Council met on this item. Chairman Larkin asked if the Council came back with a counterproposal on May 23rd, how much leeway would the SO need. Undersheriff Vinger said 30 days would be responsible. He requested the Reno City Council and the Commission to come together to allow the transition to happen in the most responsible fashion between July 2012 and January 2013.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Chairman Larkin, which motion duly carried, it was ordered that Agenda Item 9 be approved. It was further ordered that if no action was taken on this proposal by the Reno City Council by June 1, 2012, the Sheriff's Office would proceed with standing up the dispatch service for the Truckee Meadows Fire Protection District (TMFPD).

1:27 p.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 May 15, 2012 minutes for that public comment.

12-94F **AGENDA ITEM 10**

Agenda Subject: “Action to suspend the rules of the Board of Commissioners to allow reconsideration of a vote from April 10, 2012 on a cooperative service agreement between local fire agencies for fire services.”

Paul Lipparelli, Legal Counsel, stated the Board of Fire Commissioners (BOFC) voted on April 10, 2012 on a motion that was part of the published agenda. He advised there was a request by Commissioner Jung at a recent meeting to reopen that issue. He said he was not sure the Board of County Commissioner’s (BCC’s) rules applied to the BOFC because the BCC’s rules did not expressly say they did. He said if they did, reconsideration of the April 10th item would not be possible because it was not agendaized at the next meeting. He said for the Board to do a reconsideration of the April 10th vote, the Board would suspend the rules, take a motion for reconsideration, and then rehear the April 10th item. He said an alternative would be for the Board to proceed to Agenda Item 13, which was a more broadly worded item that allowed discussion and action on the essence of the vote the Board conducted on April 10th.

There was no response to the call for public comment.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Breternitz voting “no,” it was ordered that the rules of the Board of Commissioners be suspended.

12-95F **AGENDA ITEM 11**

Agenda Subject: “Action on reconsideration of vote from April 10, 2012 on a cooperative service agreement between local fire agencies for fire services.”

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Humke, which motion duly carried with Commissioner Breternitz voting “no,” it was ordered that the vote from April 10, 2012 on a cooperative service agreement between local fire agencies for fire services be reconsidered.

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 resources 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 there had been changes to the proposal since it was first presented to the Board on April 10, 2012. He stated this proposal allowed the City of Reno to lease Station 14, but it was obvious they had no desire to do so because they removed the City owned generator and fuel tank. He said when the \$1.2 million payment was originally proposed, it was with the understanding the City of Reno would continue to occupy Station 14 and the Truckee Meadows Fire Protection District (TMFPD) would not place additional staff there or in Hidden Valley. He said the District would be placing staff at both stations by adopting Plan B, so the \$1.2 million payment was no longer financially feasible.

Commissioner Jung asked since the City of Reno received the Staffing for Adequate Fire and Emergency Response (SAFER) Grant, was the City permitted to take a payment from the County. Paul Lipparelli, Legal Counsel, replied he had no idea. He stated the City of Reno was not willing to provide a copy of the application, so he was in the dark regarding any constraints placed on the Grant. Cadence Matijevich, Reno Assistant City Manager, said the SAFER Grant had not been formally awarded, which was why the application was not available as a public document. She said there was concern that the premise under which the City requested federal assistance would prohibit the City from accepting financial compensation for fire services from another entity. She said until the award was received, staff was unable to make the final determination regarding their concern.

Commissioner Humke asked if the County stood up the Hidden Valley Station and kept Station 14, would \$1.2 million be too high an offer. Mr. Latipow said the analysis done by staff, based on some of the comments by Councilmember Aiazzi, took into consideration the savings realized from not staffing Station 14 and not staffing Hidden Valley. He said the \$1.2 million was no longer available now that the County was moving forward to staff those two stations. Chairman Larkin asked if this issue was moot now that the County was moving forward with Plan B or was there still a demand for automatic aid for Hidden Valley and Caughlin Ranch. Mary Walker, Walker and Associates, said the budget included hiring 15 people for both stations, which needed to occur now because they would be starting in mid-June. She stated the \$1.2 million was not available for the City of Reno.

Commissioner Breternitz said because of staffing the two stations, there was no longer any need for the payment. He believed besides the payment not making

financial sense, things had gone beyond the point where this was an applicable resolution; and Chief Moore made it clear his goal was to provide fire service to those areas.

Mr. Latipow stated staff's current recommendation was the Board not approve staff's recommendation as contained in the staff report dated April 10, 2012, and that the Board move on to Agenda Item 13.

12-97F AGENDA ITEM 13

Agenda Subject: "Discussion and possible action on proposal to the City of Reno for a cooperative service agreement with Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) for fiscal year 2012-13 for fire and related emergency services to be provided by the agency with the resources closest to the location of the incident regardless of boundary with the possible exchange of benefits including offsets, credits, in-kind services, exchanges or use of property and equipment and/or the payment of money."

Kurt Latipow, Fire Services Coordinator, said the City of Reno gave the County notice it was cancelling the 1991 service agreement. He stated staff recommended offering \$1.2 million to the City of Reno if Station 14 and the Hidden Valley Station were not staffed, as well as offering all of the other items. He said the analysis and calculations as to the value of automatic aid to the agencies assumed the Reno stations that were browned or closed would remain so, which was a fair assumption until recently. He said the City of Reno was going through the normal steps prior to the Staffing for Adequate Fire and Emergency Response (SAFER) Grant being awarded. He stated the primary goal of the SAFER Grant was to improve or restore local fire department staffing to allow the local fire departments to more capably respond to emergencies. He said the Grant period was two years, and its requirements had changed so the positions no longer had to be retained past that two-year period. He said staff looked into the applying for the SAFER Grant, but people being laid off was the number one priority in awarding the Grant and the Truckee Meadows Fire Protection District (TMFPD) was hiring people.

Mr. Latipow noted the applicants with automatic or mutual aid agreements and those that based their request on a staffing needs assessment would receive higher consideration. He said the region had been incredibly fortunate to have automatic and mutual aid agreements between all of the agencies, and there was a chance the application might have referenced those agreements; but that had not been confirmed due to the grant application not being public. He stated staff continued to work towards regional cooperation, and all of the agreements would be brought to the Board before July 1, 2012 for refreshment. He said staff hoped that would include an agreement with the City of Reno.

Mr. Latipow stated with the SAFER Grant allowing the City of Reno to open all of its fire stations, the need for automatic aid by the Sierra Fire Protection District (SFPD) into Reno might be reduced. He said staff looked at Reno's performance

objectives in their Standard of Cover (SOC) and at areas throughout the County that could still benefit from automatic aid. He reviewed the maps (Attachment's 1 through 10 in the staff report), which showed the various response times throughout the area when utilizing automatic aid. He also reviewed the total assessed valuation of the parcels served by each jurisdiction in each area. He said this information was based on computer modeling, but tests run on the computer models determined they were accurate to within 30 seconds.

Mr. Latipow said there was a tremendous benefit to the region's citizens and visitors in having automatic aid agreements with all of the surrounding entities. He stated staff agreed the agreement with the City of Reno was appropriate. He noted pages 3 and 4 in the staff report detailed the offer to the City of Reno. He said the information about the Silver decision and its impact on automatic aid in Item 2 was provided by the District Attorney's Office. He stated based on the opinion by the District Attorney's Office, there was no conflict with the Silver arbitration decision.

Paul Lipparelli, Legal Counsel, said a person's opinion about the Silver decision depended on where they sat. He said the District Attorney's Office concluded it was an arbitrator's resolution of a grievance. He stated the grievance concerned a practice of having employees of the District collocated in fire stations along with employees of the City of Reno, while being treated for most purposes as City employees. The arbitrator agreed the District employees were being treated like City employees, found in favor of the union, and the practice ceased. He said the Silver decision did not address automatic or mutual aid, but only addressed the grievance. He felt if the Silver decision was a problem, someone would have heard about it from the union; but it was appropriate the City officials involved wanted to be careful in deciding whether they would be impacted by the Silver decision. He said the advice given to staff was this proposal for a cooperative service agreement was a way the relationship between the City and the District could be structured so there would be no potential legal problem for the City.

Commissioner Breternitz said he had no doubt the Silver decision did not impact the ability to do automatic aid. He stated the staff report indicated there were great benefits to the City of Reno to have automatic aid in place, even with all of their stations open. He said the assessed valuation of the TMFPD serving the City was a lot greater than vice versa and the number of calls was more in favor of the City. He stated he supported doing whatever it took to get automatic aid in place but, after looking at all of this information, he wondered why the County agreed to pay \$3.6 million to take on the liability for the employees and do the equipment, which the County was adding on top of the benefit of having automatic aid.

Commissioner Breternitz stated the City of Reno had chosen not to extend automatic aid after June 30th, and what was being discussed was something that could not happen because it took two parties to have an agreement. He said that was the reason he requested a policy discussion on automatic and mutual aid, which was Item 14. He said as to this item, the Board had tendered a similar offer already. Mr. Latipow clarified it was similar except for the true up. Commissioner Breternitz said the Board was

discussing the terms of automatic aid when there was no indication the City of Reno wanted to do automatic aid. He asked why the Board was talking about this now.

Chairman Larkin said he heard the Assistant City Manager state they were under the impression no money could be exchanged for automatic aid. Mr. Latipow confirmed that was what he heard. Chairman Larkin said even if both parties wanted this to happen, there was a glitch in terms of the SAFER Grant. He indicated he was not sure where that left the Board for Agenda Item 14, other than talking about the Board's general philosophy.

Mr. Latipow noted the proposal also included a couple of other offers. He said at the start of the discussions, it was felt doing what was right for the employees and the people coming over from the City of Reno was important. He stated staff felt the retired TMFPD employees had started out with the TMFPD and, if the District had never gone to the City, the District would have incurred those liabilities anyway. He said regarding the equipment and supplies, the County/City team identified there were things the District did not need that the City did, which again was trying to do what was fair.

Mr. Latipow said he respected the concerns regarding the SAFER Grant. He advised he talked with the Federal Emergency Management Agency (FEMA) and was informed the only agency that could request an opinion was the agency receiving the SAFER Grant. He said the City currently had a SAFER Grant, and there were thresholds in the automatic and mutual aid agreements that resulted in payment from one agency to another. Chairman Larkin said unfortunately it was not our opinions that counted.

Commissioner Weber suggested giving staff direction to work with the City of Reno to come up with ideas on how to arrive at an automatic aid agreement. Commissioner Humke stated he disagreed, because the data showed there was no desire by the City of Reno to negotiate.

Katy Simon, County Manager, suggested giving staff some parameters to work with. She said there needed to be specific clarification from the federal government regarding the SAFER Grant and the automatic aid proposal, which might not be forthcoming. She stated the first threshold question was did the Board want to offer an automatic aid proposal. The second was if an automatic aid proposal was offered, would there be some exchange of benefits. She said the third was if there was an agreed upon and accounted for difference in what the benefits were, could a reconciliation or true up at the end of the year be negotiated. Chairman Larkin said those questions drifted into Agenda Item 14.

There was no public comment on this item.

12-98F AGENDA ITEM 14

Agenda Subject: "Presentation, discussion and possible direction to staff and or action on board policy concerning Automatic and Mutual Aid."

Commissioner Breternitz felt automatic aid was the cornerstone of fire protection, and he did not understand the termination of the agreement by the City of Reno. He felt the basis of automatic aid was two entities coming together in the best interest of citizens within those jurisdictions. He stated he was not aware of any automatic aid agreement with any other jurisdiction that required payment, the use some sort of calculation of assessed valuation, or anything else along those lines.

Commissioner Breternitz said the Board could not unilaterally impose automatic aid on anyone, but needed to reach agreements. He stated if an agreement could not be reached with the City of Reno for automatic aid, then the County did not have ability to provide automatic aid. He said staff could be directed to talk with the City of Reno regarding automatic aid, but he did not know if the City wanted to discuss it any further. He stated he did not believe the basis of benefiting the people who lived in the Truckee Meadows should be how much the County paid somebody to come to a deal regarding automatic aid. He felt automatic aid should be approached on the basis of it being in the best interests of the people living in the Truckee Meadows. He believed doing it on the basis of a financial deal was a no-win deal, and was why he asked for this agenda item.

Commissioner Jung said she agreed with Commissioner Breternitz. She suggested going back to the City of Reno with a proposal for automatic aid. She felt there should be honest discussions regarding what would be the exchange of benefits between the two jurisdictions, which were clearly shown in the maps indicating coverage with and without automatic aid discussed in Agenda Item 13 (attached to staff report). She believed there was nothing wrong with truing up costs. She said the direction to staff was always to try and keep things as fair and square as possible so the citizens received the best coverage they could without one citizen subsidizing another. She noted the maps showed not just houses, but people's lives. She felt the Board should not give up because automatic aid was good for everybody, including tourism. She said no one wanted this to be a community that people were afraid to visit because they did not know if they would be covered by basic life-safety measures.

In response to the call for public comment, Bob Ackerman said automatic aid was a quid pro quo situation, and it was a necessary to have such an agreement.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that staff be directed to engage in further discussions with the City of Reno to share the information presented today and to see if there would be a resulting draft agreement relating to automatic aid.

12-99F AGENDA ITEM 15

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.

12-100F AGENDA ITEM 16

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 asked if there could be a clause added to the Board’s rules that allowed the Board to do reconsideration at the very next meeting so it would not have to be noticed. Paul Lipparelli, Legal Counsel, said under the Board’s rules there had to be an item on the second meeting that asked for a motion to reconsider the item heard at the first meeting. He said the person seeking reconsideration had to anticipate the desire to move for reconsideration. Commissioner Jung stated maybe the Board should look at the rules.

Commissioner Jung acknowledged the kind words spoken by Bob Ackerman regarding former Sierra Fire Protection District (SPFD) Fire Chief Michael Greene. She believed the intent always had been to do a groundbreaking and to honor the Chief. Katy Simon, County Manager, replied staff had struggled to find a date when all of the Commissioners could attend, but that had always been the intention.

12-101F AGENDA ITEM 17

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 if the Regional Emergency Medical Services Authority’s (REMSA’s) best response was 20 minutes for Station 18, it should have a paramedic as should Verdi, West Washoe Valley, East Washoe Valley, and Cold Springs. She discussed several issues she had regarding the Hidden Valley Station.

* * * * *

2:23 p.m. Chairman Larkin said the meeting was adjourned without opposition.

ROBERT M. LARKIN, Chairman
Truckee Meadows Fire
Protection District

ATTEST:

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

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

RESOLUTION ----- Creating the Health Benefits Internal Service Fund for the Truckee Meadows Fire Protection District as of July 1, 2011

WHEREAS, the Truckee Meadows Fire Protection District Board of Fire Commissioners desire to create an internal service fund for the accounting of the Truckee Meadows Fire Protection District's group medical benefits and retiree health benefits; and

WHEREAS, NRS 354.604 provides that the Truckee Meadows Fire Protection District Board of Fire Commissioners may establish an internal service fund according to its own needs; and

WHEREAS, NRS 354.612 provides that the Truckee Meadows Fire Protection District Board of Fire Commissioners may establish an internal service fund by resolution which describes the purpose of the fund, the resources to be used to establish the fund, the sources to be used to replenish the fund and the method for controlling the expenses and revenues of the fund.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The District Board of Fire Commissioners hereby creates the Health Benefits Internal Service Fund as of July 1, 2011; and
2. The object and purpose of this fund is to account for resources and expenditures incurred by the Truckee Meadows Fire Protection District for the payment of group medical benefits and retiree health benefits; and
3. The resources to be used to establish the fund is operating funds in the General Fund which will be transferred to the Health Benefits Fund.
4. The source to be used for future replenishment of the fund is operating funds from the District's General Fund to the Truckee Meadows Fire

12-901-

Protection District's Health Benefits Fund and deductions from employees and retirees for group health benefits as revenue.

5. The method for which a determination will be made as to whether the fund balance is reasonable and necessary to carry out the purpose of the fund and for controlling expenses and revenues of the fund is the budgeting and financial accounting policies administered by the Truckee Meadows Fire Protection District and Washoe County Comptroller's office.
6. Any interest earned on the monies in the fund, after deducting applicable bank charges, must be credited to the fund.

ADOPTED this 15th day of May, 2012.

AYES:

NAYES:

ABSENT:

Robert M Larkin

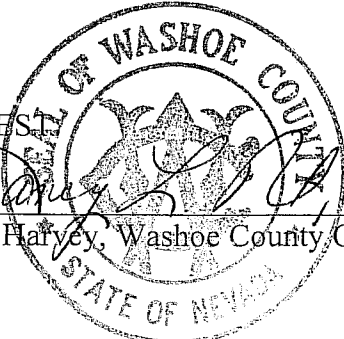
Robert M. Larkin, Chairman

12-9012

ATTEST

Amy Harvey
for Amy Harvey, Washoe County Clerk

Chief Deputy



TRUCKEE FIRE PROTECTION FIRE DISTRICT

**RESOLUTION APPROVING COOPERATIVE AGREEMENT FOR
ALTERNATIVE DISTRIBUTION OF TAXES BETWEEN
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT AND
THE PALOMINO VALLEY GENERAL IMPROVEMENT DISTRICT**

WHEREAS, any two or more political subdivisions of the State of Nevada may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045; and

WHEREAS, NRS 277.045 provides that every such agreement must be by formal resolution or ordinance of the governing body of each political subdivision included, and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, all parties to the attached Cooperative Agreement for Alternative Distribution Of Taxes Between The Truckee Meadows Fire Protection District And The Palomino Valley General Improvement District ("Agreement") are political subdivisions of the State of Nevada, authorized to provide and do provide government services in their respective jurisdictions; and

WHEREAS, all parties to the Agreement desire to adjust certain of their respective tax rates and base and provide for an alternative distribution of certain taxes pursuant to NRS 360.730, as set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Agreement, attached hereto and incorporated herein by this reference, is hereby adopted and approved.

BE IT FURTHER RESOLVED that the Agreement and this Resolution be spread at large upon the minutes and that a copy of this Resolution be sent to the Palomino Valley General Improvement District and to the Executive Director of the Nevada Department of Taxation.

Upon motion by Fire Board Commissioner, Brockwitz, seconded by Commissioner Weber, the foregoing Resolution was passed and adopted this 15 day of May, 2012 by the following vote:

AYES: 5 NAYS: 0

ABSENT: 0 ABSTAIN: 0

ATTEST
Darcy L. D.A. Chief Deputy
CLERK



BOARD OF FIRE COMMISSIONERS

Robert M Larkin
Robert Larkin, Chair

12-9/11

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF RENO ON BEHALF OF
THE RENO EMERGENCY COMMUNICATIONS DIVISION
AND
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
FOR DISPATCH SERVICES

This Agreement is executed and entered into this ___ day of _____, 2012, by and between the Truckee Meadows Fire Protection District (hereafter referred to as "TMFPD"), and the City of Reno, for and on behalf of the Communications and Technology Department, Reno Emergency Communications Division (hereafter referred to as "E-COMM").

RECITALS

WHEREAS, E-COMM, and TMFPD are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, TMFPD requires dispatch and communications services to perform its public safety duties;

WHEREAS, E-COMM possesses extensive resources in the field of dispatch and communications and has agreed to make such services available to the TMFPD;

WHEREAS, it is deemed that the services of E-COMM hereinafter set forth are both necessary to TMFPD and in the best interests of both parties and the public.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated by reference, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective July 1, 2012.
2. **TERM OF AGREEMENT.** This Agreement shall continue from the effective date of this Agreement until June 30, 2013, and shall automatically renew for one (1) additional two (2) year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal or the Agreement is not otherwise terminated pursuant to Section 3.

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3. **TERMINATION.** This Agreement may be terminated by either party without cause with ninety (90) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and approved and signed by the parties' respective governing bodies.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given 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 herein as:

Reno Emergency Communications
Attn: Manager
One East First Street
Reno, Nevada 89505

Reno City Attorney
Attn: Chief Deputy City Attorney
One East First Street
Reno, Nevada 89505

Truckee Meadows Fire Protection District
Attention Support Services
Washoe County Manager's Office
1001 E. Ninth Street
Reno, NV 89520

6. **DUTIES AND RESPONSIBILITIES OF E-COMM.** E-COMM agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.

- a. Receive, process and dispatch "9-1-1 emergency" calls for service to TMFPD;
- b. Receive, process and dispatch non-emergency calls for and to TMFPD;
- c. Dispatch operations will be conducted with the use of a Computer Aided Dispatching system (CAD), which will maintain daily activity logs;
- d. Maintain and record unit status and availability in a format required by City of Reno policy and procedure, to include without limitation records of the dispatch for units to fire/medical alarms and provide the following:
 - Unit identifier
 - Acknowledgement by each unit
 - En-route time of each unit

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- Scene arrival time for each unit
 - If applicable, time of patient contact by the unit for a medical response
 - Time each response unit is back to station¹
- e. Receive process, relay and/or respond to radio transmissions from and to all TMFPD personnel on the 800 MHz shared radio network or other means when necessary.
 - f. With information provided by TMFPD, maintain an equipment resource file, responsible person's file, personnel call-up list, programming for the CAD files, and agency personnel work schedule. Work performed outside of normal file upkeep as established by E-COMM, such as jurisdiction wide changes to run cards or response patterns, will be billed at the average hourly rate of pay of a dispatch supervisor.
 - g. When requested by TMFPD, notify the appropriate law enforcement agency, fire department or emergency medical services, to provide assistance, if available.
 - h. E-COMM will provide information and services related to NCIC/NCJIS inquiries when requested by TMFPD personnel in accordance with and to the extent allowed by NCIC/NCJIS policies.
 - i. Maintain recordings of all telephone and radio communications; provide retrieval at the recipient's request in accordance with Nevada Public Records laws.
 - j. Retain dispatch tapes and related evidentiary material in accordance of public retention policy per Chapter 239 of the Nevada Revised Statutes.
 - k. Provide routine "testing" of communications equipment in accordance with City of Reno Policies and Procedures.
 - l. Maintain all communication equipment located within the Communications Center to permit transmission of law enforcement complaints, emergency or nonemergency communications to and from TMFPD in compliance with applicable FCC, federal, state and local laws.
 - m. E-COMM shall use its best efforts to dispatch all TMFPD calls for service in accordance with NFPA standards of dispatch, within one (1) minute from call initiate to station tone-out 90% of the time.
 - n. E-COMM shall provide a monthly report of compliancy to NFPA standards as identified in (m) above.
 - o. Reno E-COMM subscribes to the National Emergency Number Association (NENA) call taking operational standard: Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP shall be answered within ten (10) seconds. The remaining ten percent (10%) of calls should be answered within twenty (20) seconds.

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¹ NFPA 1221 2010 Edition, Chapter 7 Operations, Operating Procedures 7.4.7.

7. **DUTIES AND RESPONSIBILITIES OF TMFPD.** TMFPD agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.
- a. At its own expense, install and maintain all “exterior” communications equipment, including but not limited to vehicle and portable radio equipment necessary to communicate with E-COMM through acceptable frequencies and repeater sites and ensure compliance with applicable FCC, federal, state and local laws
 - b. Maintain any and all existing radio equipment outside of the above mentioned equipment, scanners and repeater sites that TMFPD determines is essential to their operation.
 - c. Notify E-COMM of the geographic boundaries of TMFPD’s jurisdiction and advise immediately, in writing, of any changes thereto.
 - d. Ensure that all users of TMFPD services are notified of the proper procedure for making emergency and non-emergency requests for services through E-COMM for proper and prompt handling.

8. **PAYMENT TERMS.** E-COMM agrees to provide the services set forth herein for a cost as determined by the following formula:

- a. The amount equivalent to the percentage of dispatched TMFPD calls for service and radio activity applied to the E-COMM budget, plus
- b. The amount equivalent to the salary and benefits at the midpoint of the pay range of one Public Safety Dispatcher hired by E-COMM, multiplied by the number of hours in a year (8760) to staff a dispatch position.

For purposes of this Agreement, the figures used for calculation will be based upon the number of TMFPD calls for service, excluding mutual aid and automatic aid calls, as compared to the number of calls for service for the entire Communications Center for the fiscal year ending on the June 30th preceding the August 1st payment date and the Agreement salary and benefit figures for the fiscal year commencing on the August 1st payment date. Having payment due on August 1st will allow for proper calculations to be completed and submitted after the June 30th completion date of the fiscal year.

TMFPD shall tender payment to E-COMM within 30 days of receipt of approved quarterly invoices.

9. **RECORD MAINTENANCE.** E-COMM agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the TMFPD, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all TMFPD, state and federal regulations and statutes. The period of retention shall be set forth by E-COMM, dictated by E-COMM’s

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policies and procedures. These records will also include, but are not limited to, call histories, unit statuses, dispatch and related response times, and various statistical data relative to the user agency's daily and annual operations.

10. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

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. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

11. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.

12. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41

13. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. E-COMM shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any 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 parties.

14. **USE OF EQUIPMENT AND FACILITIES.** All equipment and maintenance of equipment located within E-COMM's facility, either radio or telephonic, shall remain the property of E-COMM. The facility is for the sole purpose of E-COMM and its personnel.

15. **INSPECTION AND AUDIT.**

- a. **Books and Records.** E-COMM agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to maintain pursuant to this Agreement and Nevada law.
- b. **Inspection & Audit.** E-COMM agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, documentation related to the terms herein shall be subject, at any reasonable time, to inspection, examination, review, audit and copying by TMFPD, at any office or location of E-COMM where such records may be found, with or without notice by TMFPD, or any of its authorized representatives.
- c. **Period of Retention.** All books, records reports and statements relevant to this Agreement must be retained for the period of time set forth as required under Nevada law. 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.

16. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement 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.

18. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement 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 Agreement after the intervening cause ceases.

19. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not

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be held to render any other provision or provisions of this Agreement unenforceable.

20. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
21. **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.
22. **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 Agreement.
23. **PROPER AUTHORITY:** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
24. **GOVERNING LAW; JURISDICTION.** This Agreement 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 in the Second Judicial District for enforcement and construction of this Agreement.
25. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
26. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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27. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

28. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

The parties have caused this Agreement to be duly executed this _____ day of _____, 2012.

**CITY OF RENO
ON BEHALF OF THE RENO**

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT AND
SIERRA FIRE PROTECTION DISTRICT
PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS
Consolidated Fire Department**

**EMERGENCY COMMUNICATIONS
DIVISION (E-COMM)**

BY: _____
Robert A Cashell, Sr., Mayor

BY: Robert M Larkin
Robert M. Larkin, Chair

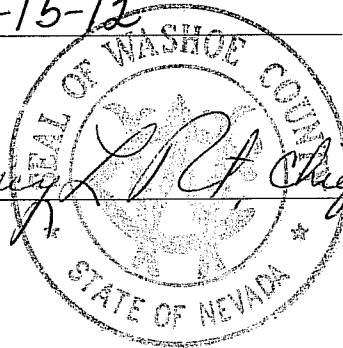
DATE: _____

DATE: 5-15-12

ATTEST:

BY: _____
City Clerk

BY: [Signature]
Clerk



12-954

DATE: _____

APPROVED AS TO FORM:

BY: _____

NAME: _____
City Attorney

DATE: _____

APPROVED AS TO FORM:

BY: _____

NAME: Paul Depalle
Deputy District Attorney

DATE: 5-15-12