

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

TUESDAY

11:00 a.m.

MAY 22, 2012

PRESENT:

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

ABSENT:

Robert Larkin, Chairman

The Board convened at 11:01 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:

12-106F 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 Commission 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 District as a whole.”

Carole Billau was disappointed that a budget sheet was not provided for this meeting since the budget transition page had been included for previous meetings. She hoped that sheet would be included in the future and would show all the costs incurred or required to stand up the new department. Ms. Billau also requested the date the tax increase would be submitted to the Department of Taxation.

Peggy Lear Bowen asked that Station 35 in Verdi remain at their present location. She said the goal should be to protect and to keep the community safe.

Cathy Brandhorst spoke about embezzlement and lawsuits.

12-107F AGENDA ITEM 3A

Agenda Subject: “Approval of Volunteer Report for the month of April 2012.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 3A be approved.

12-108F AGENDA ITEM 3B

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

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, which motion duly carried, it was ordered that Agenda Item 3B be approved.

12-109F AGENDA ITEM 4

Agenda Subject: “Discussion and approval of an Interlocal Agreement for Administrative and Technical Services between Washoe County and the Truckee Meadows Fire Protection District.”

Kurt Latipow, Fire Services Coordinator, explained this was an update to a long-standing agreement that the District had before consolidation and, as a result of the contract with the City of Reno, most of the duties had been assumed by the City. As part of the transition, he said oversight was necessary to update the agreement. He said the new agreement also included a performance review, a County-Wide Cost Allocation Plan (COW Cap) section that clarified the relationship between the District and the County and a commitment to an annual and ongoing review of the value of provided services.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 4 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

12-110F AGENDA ITEM 5

Agenda Subject: “Discussion and action on the District’s Tentative Budget, possible changes, and adoption of the Final Budget for FY 12/13.”

Kurt Latipow, Fire Services Coordinator, indicated that this item was not necessary since the Final Budget was adopted on May 21, 2012.

12-111F AGENDA ITEM 6

Agenda Subject: “Approval to purchase one (1) HME Ahrens Fox Rescue/multi use vehicle, through joinder in a related contract, for the sum of \$142,858.00 from HME Incorporated, Wyoming, Michigan.”

Kurt Latipow, Fire Services Coordinator, stated this multi-use vehicle would be placed in service at the Hidden Valley Station and was previously approved in order to accommodate the staffing configuration and to enhance the service to that area. He noted that the actual purchase price was \$142,858. Mr. Latipow indicated that the vendor had the unit in stock and the District had been assured that the unit would be delivered within 10 days of receipt of the Purchase Order, which allowed the District ample time to have the unit ready for service by July 1, 2012.

Commissioner Humke asked how the cost of this unit compared to a fully equipped fire engine and was this unit designed to carry more medical or fire response equipment. Mr. Latipow replied that a fully equipped fire engine cost between \$500,000 and \$600,000. He said the unit was designed to carry limited fire response equipment because it was not a fire engine and would carry more medical response equipment.

Commissioner Jung asked why this unit was purchased from a vendor in Michigan. Mr. Latipow said there was a decline in manufacturers and, of those manufacturers, very few were keeping much inventory. He said the vendor was located in Michigan, but their sales personnel were located in California. He remarked that Ahrens-Fox had the unit and their price was considerably lower than what was originally projected. He indicated there were no fire apparatus manufacturers in the State, but the District would go out to full bid for additional equipment.

Commissioner Humke said there was a \$2,000 training item listed on the letter provided from Ahrens-Fox and inquired about that item. Due to liability, Mr. Latipow explained that Ahrens-Fox was mandated by their insurance company to provide training. He said he had attempted to have that item removed; however, their insurance company mandated that they carry out the training. Commissioner Humke asked if there was a specific timeframe for this training to occur. Mr. Latipow did not believe there was a timeframe and noted that the representative would spend about two days with the department.

There was no public comment on this item.

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

12-112F AGENDA ITEM 7

Agenda Subject: “Recommendation to approve a new 1.0 FTE Truckee Meadows Fire Protection District Logistics Technician, salary range is \$23.45 to \$30.48 with the total salary and benefit top step cost of \$87,067.80.”

Kurt Latipow, Fire Services Coordinator, said when negotiations were occurring with Local 3895, the labor unit related that consideration be given to establishing the Logistics Technician position in order to move over an existing mechanic. He said the skills the individual had were more than just a mechanic and enabled the Logistics Technician position to be identified. He indicated that this position was specific to the logistics support function and the support division of the District.

Commissioner Jung asked if this position would be listed in the transitions start-up cost or the on-going costs, and when would the Board be presented with a side-by-side comparison of those costs. Mr. Latipow indicated that the side-by-side comparison had been drafted and was awaiting final review. The funding for this position was carried in the augmentation for the balance of this year and had been transferred over to the Truckee Meadows Fire Protection District (TMFPD). Mr. Latipow explained that this position was funded in the budget approved by the Board on May 21, 2012 for the on-going costs.

Commissioner Humke requested the costs being incurred if the District remained in the Interlocal Agreement with the City of Reno be built into a side-by-side comparison.

There was no public comment on this item.

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

12-113F AGENDA ITEM 10

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 Humke requested the costs being incurred if the District remained in the Interlocal Agreement with the City of Reno be built into a side-by-side comparison.

Katy Simon, County Manager, clarified that the increase in the tax rate for Truckee Meadows Fire Protection District (TMFPD) residents was 6.37 cents and was a less than 2 percent increase.

Commissioner Jung requested the side-by-side comparison along with the enhancements requested by Commissioner Humke and the date the tax increase would be enacted. Kurt Latipow, Fire Services Coordinator, understood that the tax increase was approved when the Tentative Budget was adopted on May 21, 2012 and would be enacted on July 1, 2012. With the additional information requested for the side-by-side comparison, he would be unable to meet the deadline for the June 12, 2012 meeting. He asked if the Board would accept a briefing and then include the information on the following meeting. If the Board received the data electronically, Commissioner Jung asked if that could also be placed on the County's website. Mr. Latipow stated that would occur.

12-114F AGENDA ITEM 8

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."

11:31 p.m. On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried with Chairman Larkin absent, it was ordered that the meeting recess to a closed session for the purpose of discussing with management representatives labor matters associated with delivery of new fire services by July 1, 2012 per NRS 288.220.

5:30 p.m. The Board reconvened with Chairman Larkin and Commissioner Jung absent.

12-115F AGENDA ITEM 9

Agenda Subject: "Possible approval of a Memorandum of Understanding between the District and its Local 3895 Firefighters Union to allow for one-time special recruitment process and promotional examinations in deviation of Article 14 of the parties' collective bargaining agreement."

John Slaughter, Management Services Director, indicated that Fire Chief Charles Moore was conducting interviews and was unable to attend the remainder of the meeting. He explained that the Memorandum of Understanding was being requested because there may not be as many City of Reno employees seeking employment with the District; therefore, a subsequent hiring process was needed.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried with Chairman Larkin and Commissioner Jung absent, it was ordered that Agenda Item 9 be approved.

12-116F AGENDA ITEM 11

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 Commission 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 District as a whole.”

There was no response to the call for public comment.

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ADJOURNMENT

11:33 a.m. There being no further business to come before the Board, on motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried with Chairman Larkin and Commissioner Jung absent, the meeting was adjourned.

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:
Stacy Gonzales, Deputy County Clerk*

**INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE & TECHNICAL SERVICES**

This Interlocal Agreement (“Agreement”) is made and entered effective July 1, 2012, by and between Washoe County, a political subdivision of the State of Nevada (hereinafter “County”) and the Truckee Meadows Fire Protection District, a fire district organized pursuant to chapter 474 of the Nevada Revised Statutes (hereinafter “District”).

WHEREAS, the parties are public agencies authorized by chapter 277 of the Nevada Revised Statutes to enter into interlocal agreements for the performance of governmental services for each other;

WHEREAS, County and the District entered into a similar agreement on November 16, 1999, which was assumed in large part by the City of Reno on behalf of the District pursuant to the First Amended Interlocal Agreement For Fire Service and Consolidation dated July 1, 2004 as amended between the District and the City, however, this interlocal with the City will terminate effective July 1, 2012;

WHEREAS, the District and the Sierra Fire Protection District have consolidated for operation purposes initially, and the District is now providing fire and fire-based emergency services to the Sierra Fire Protection District while the District continues to organize resumption of its full fire service operations within District boundaries starting July 1, 2012;

WHEREAS, the parties each have need for certain services, the County for fire related services north of Township 22N, MDB&M and the District for certain administrative and technical support services at different levels, and both parties are able and willing to aid the other accordingly; and

WHEREAS, the parties intend that this Agreement supersede their 1999 agreement mentioned above in full after July 1, 2012.

NOW THEREFORE, with full incorporation by this reference of all recitals set forth above, it is agreed between the parties as follows:

1. County’s Responsibilities. County is responsible for the following administrative and technical services to be performed on behalf of the District:

1.1 The County Manager’s office shall advise and assist the District’s Chief on logistical, political, budget, legislative and interagency matters affecting the District, as well as provide administrative and fire services support, subject to direction of the District’s Chief, through 3 full time positions on a cost reimbursement basis, as more fully described in Section 2 below..

1.2 The County Comptroller is authorized to pay claims on behalf of the District as authorized by the District, and advise the District’s Fire Chief on fiscal matters.

1.3 The County District Attorney is authorized, designated and shall perform as the official attorney those functions as described in NRS Chapters 41 and 252.

1.4 The County Human Resources Department is authorized and shall perform all personnel functions, including without limitation, recruitment, testing, policy training, harassment and discrimination investigation, labor relations and bargaining, and such other personnel functions as it performs for the County.

1.5 The County Information Technology Department is authorized and shall perform all services comparable to those provided to county departments.

1.6 The County Community Services Department is authorized and shall perform all capital construction, property management services and station maintenance, subject to District budget allocation as well as the same state and local law authorities and restrictions as govern the performance of these functions for the County. Also, on a cost reimbursement basis as provided in Section 2 below, the Equipment Services Division shall provide vehicle maintenance. This vehicle maintenance shall include on-call incident-site mechanical assistance, the cost reimbursement to be as provided in Section 2 below. Whenever possible, routine vehicle maintenance should occur on-site at host fire stations.

1.7 The County Purchasing Department is authorized and shall perform all purchasing, purchase order issuance, appropriate contract execution, and property disposal, subject to the same state and local law authorities and restrictions as govern his performance for the County, provided that the District Chief shall retain authority and responsibility for incident cost share decisions under automatic and mutual aid agreements.

1.8 The County Risk Manager is authorized and shall perform certain risk management and insurance functions, namely review of contracts and limits, lease agreements and contracts with other agencies, assistance with placement and administration of all commercial insurance programs, and claims administration.

1.9 County shall provide office space sufficient for the administrative and fire prevention staff of the District at a location in the main county complex at 1001 East Ninth Street, Reno, to be designated by County.

2. **District's Responsibilities.** As consideration for the County's administrative and technical services set forth above, District shall perform the following:

2.1 Must use the services described above and provide full and timely cooperation with the County to ensure those services are properly delivered to the District.

2.2 Provide administrative oversight of volunteer departments in the unincorporated areas north of Township 22N, MDB&M, such oversight to include but not be limited to training, logistical support and other related services.

2.3 Provide emergency medical response and fire protection, prevention and investigation services in areas of Washoe County not within the boundaries of any city or other fire protection district, to wit, all of the unincorporated areas north of Township 22N, MDB&M.

The District's Chief may withdraw or refuse, in his sole discretion, such assistance when it conflicts with emergency demand in the District.

2.4 Assist County as may be reasonably requested of the District with the development of hazardous fuels management and reduction plans and projects in Washoe County parks and open space and confirmation that treatments comply with approved plans.

2.5 Pay quarterly to the County, or other frequency as agreed to by the parties, all of the salary and annual benefits of 2 full time positions in the mechanic and equipment services fields dedicated to the District's equipment and rolling stock and employed in fleet services of the Equipment Services Division of the County Community Services Department.

2.6 Pay quarterly to the County, or other frequency as agreed to by the parties, all of the salary and annual benefits of two full-time administrative support positions as well as 92% of the salary and benefits of a management level fire services coordinator, and all 3 positions are employed in the County Manager's office and are dedicated to the District's administrative and services-coordination needs as directed by the District's Chief.

2.7 Prompt payment of out-of-pocket expenses incurred by any County department incidental to the performance of services set forth in Paragraph 1 above.

2.8 Prompt reimbursement payment for costs of parts and overtime expense reasonably incurred on vehicle and station maintenance.

2.9 Obtain and maintain such insurance as the County Risk Manager deems necessary to protect and hold County harmless for and against any and all loss, damages, claims or suits that may arise against County for its performance under this Agreement.

3. Performance Review, Costing & COW Cap. The parties agree that this Agreement is intended to be an arms length business relationship between two independent public entities that produces quality services on an equitable basis. During each fiscal year's budget cycle the parties agree to submit to each other valuations of their respective services hereunder as well as their respective expenses for the purpose of equitably allocating and adjusting obligations, costs and reimbursements under this Agreement, with the County's COW CAP (county-wide-cost allocation plan) policy to be applied effective July 1, 2012. Any reimbursement obligation shall be allocated in the new budget and paid on or before August 31 of each year, commencing with the FY12/13 fiscal year. Also, during the annual budget cycle when presentations are delivered to the governing boards, the parties shall include a review and evaluation of services, costs and reimbursements under this Agreement, and propose any agreement amendments that may be appropriate.

4. Termination. This Agreement may terminate upon the mutual written agreement of the parties.

5. Sole Agreement. This Agreement contains all the commitments and agreements of the parties and supersedes and replaces the parties' prior agreements of any type, including the 1999 agreement. Any oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with

Paragraph 6.

6. **Amendment.** This Agreement may be amended or modified only by the mutual written agreement of the parties which has been ratified in accordance with law.

7. **Severability.** In case any one or more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions and this Agreement shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

8. **Waiver.** A waiver of any breach of any provision of this Agreement by any party shall not be construed to be a waiver of any preceding or succeeding breach.

9. **Governing Law; Venue.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the parties' performance hereunder shall be in the Second Judicial District Court of Washoe County.

10. **Limited Liability.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

**TRUCKEE MEADOWS
FIRE PROTECTION DISTRICT**

By: _____
Robert M. Larkin, Chair

By: _____
Robert M. Larkin, Chair

Date signed: _____

Date signed: _____

ATTEST:

ATTEST:

Clerk

Clerk