

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT
RENO CITY COUNCIL
SPARKS CITY COUNCIL**

JOINT MEETING

TUESDAY

3:00 P.M.

JULY 24, 2012

PRESENT:

Bob Larkin, County Commissioner and Fire Commissioner, Chairman
Bonnie Weber, County Commissioner and Fire Commissioner, Vice Chairperson
John Breternitz, County Commissioner and Fire Commissioner
David Humke, County Commissioner and Fire Commissioner*
Kitty Jung, County Commissioner and Fire Commissioner

Robert A. Cashell, City of Reno, Mayor
David Aiazzi, Reno City Councilmember
Dwight Dortch, Reno City Councilmember
Dan Gustin, Reno City Councilmember
Jessica Sferrazza, Reno City Councilmember

Geno Martini, City of Sparks, Mayor
Ron Smith, Sparks City Councilmember
Ed Lawson, Sparks City Councilmember

ABSENT:

Julia Ratti, Sparks City Councilmember
Ron Schmitt, Sparks City Councilmember
Mike Carrigan, Sparks City Councilmember
Pierre Hascheff, Reno City Councilmember
Sharon Zadra, Reno City Councilmember

******The City of Sparks had no quorum present******

The Board and the Councils convened at 3:00 p.m. in joint session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, with Chairman Larkin presiding. Also present were Washoe County Clerk Amy Harvey, Washoe County Manager Katy Simon, Washoe County Legal Counsel Paul Lipparelli, Reno City Clerk Lynnette Jones, Reno Assistant City Manager Cadence Matijevich, Reno City Attorney John Kadlic, and Sparks Assistant City Manager Steve Driscoll.

Agenda Subject: “Public Comment (three-minute time limit per person) – (Additional Public Comment on specific agenda items will be limited to three-minute time limit per person after each agenda item and must be related to the specific agenda item.) Comments are to be addressed to the Chair of the meeting and to the Board of Fire Commissioners for the Truckee Meadows Fire Protection District and Sierra Fire Protection District, Reno City Council and Sparks City Council as a whole.”

James Kozera suggested the elected bodies establish a policy to collect sales tax on items bought from out-of-state Internet sites such as Ebay®.

Jeff Church distributed a written statement, which was placed on file with the Clerk. He said the media had reported that the City of Reno received a \$13 million Staffing for Adequate Fire and Emergency Response (SAFER) Grant for Fire Services and believed that was incorrect. Mr. Church said the Grant application was submitted under the name of the “Reno Fire Department – Truckee Meadows Fire Protection District” and stated the type of jurisdiction represented on the application was both City and County. He asked if it was fraudulent for the City to continue receiving the Grant and if the City would share the Grant with the Truckee Meadows Fire Protection District (TMFPD). Mr. Church felt those questions needed to be resolved in order to determine if the City was the sole recipient of the Grant.

Reno Mayor Cashell inquired how many firefighters were requested under the Grant. Mr. Church did not recall the exact number. Mayor Cashell indicated it was 24 but that was when the two entities were consolidated. Mr. Church explained there were two grants, one for \$2 million that ran through the end of July 2013 and was still in force. The second grant was signed in June of 2012 and after the City had been put on notice for termination so the City requested a larger grant. Mr. Church responded that he had read both grants.

Sam Dehne voiced his support for both the TMFPD and the Reno Fire Department.

Tom Motherway echoed Mr. Church’s comments in regard to the SAFER Grant. He said the representation the City used for service areas was from County data and he felt those material representations were false, regardless of the number of positions. He said the Grant was prepared after the County Commission voted to terminate the Interlocal Agreement, which would add to the taxpayer’s deficit, all to support a four-man contract in the City, which was the only such contract in northern Nevada.

Robert Parker stated that SAFER Grant monies did not only come from City residents, but from all County residents. The City stipulated in the application that the entire population of Washoe County, except for the City of Sparks, would be covered

and automatic aid and mutual aid would be provided. Since the City was not planning on providing those services, Mr. Parker felt the Grant should be rejected or split between the two entities.

Mayor Cashell explained that the City had previously applied for a grant containing 10 positions, but that grant was about to expire. When the two entities were still attempting to resolve the issues of the Interlocal Agreement, he said the City applied for a grant that had 24 positions, but when it was determined that deconsolidation would occur, the City applied for a larger grant. He clarified that taxpayers from the entire country covered SAFER Grants.

Cliff Low said the Board of Fire Commissioners (BOFC) for the TMFPD and the Sierra Fire Protection District (SFPD) were different than the County Commissioners because the BOFC's did not represent the entire County. He said there was a separate and distinct source of funding and hoped that would be considered during the discussions.

Alex Kukulus, Truckee Meadows Firefighters Association President, spoke about automatic aid and the lack of an Automatic Aid Agreement. He stated electing not to send the closest resource to an incident would decrease the chance of survival for the seriously injured. Mr. Kukulus indicated that three County stations were within City limits, but if an incident occurred in that area, the County stations were not being notified, which was wrong and sacrificed those residents. He reported on several other incidents the County was not notified on, but occurred within blocks of TMFPD Stations.

Peggy Lear Bowen stated the goal was to protect lives and property from fire incidents. She stated response times were the key and hoped that the entities could work together and provide automatic response.

L.J. Leovic noted in all the discussions regarding the pending Mutual Aid Agreement there was a focus on preventing the citizens of the City from having to subsidize County citizens on an emergency basis. He indicated that nobody was advocating placing the City as the primary provider for such services. Currently, the SAFER Grant, which was funding a substantial number of City Firefighters, came from tax revenues from all northern Nevada taxpayers. He questioned who would be the spokesperson to explain the first casualty resulting from a policy of non-cooperation between Fire Services.

12-166F AGENDA ITEM 4 – AGENDA

Agenda Subject: “Approval of Agenda – July 24, 2012. (For possible action)”

There was no public comment on this item.

For the City of Reno, on motion by Councilmember Dortch, seconded by Councilmember Aiazzi, which motion duly carried with Councilmembers Hascheff and Zadra absent, it was ordered that Agenda Item 4 be approved.

For Washoe County, on motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 4 be approved.

12-167F AGENDA ITEM 5

Agenda Subject: “Discussion and possible approval of amendments to the June 2012 Cooperative Agreement between Truckee Meadows Fire Protection District and the City of Reno on behalf of the Reno Fire Department for mutual aid by the Truckee Meadows Fire Protection District, Sierra Fire Protection District and the City of Reno. (For possible action)”

***3:28 p.m.** Commissioner Humke arrived.

Truckee Meadows Fire Protection District (TMFPD) Fire Chief Charles Moore indicated that the Board of Fire Commissioners (BOFC’s) had approved an amended Mutual Aid Agreement for consideration by the Reno City Council.

Reno Mayor Cashell indicated that the City Council had not seen the amended Agreement. Chief Moore responded that the amended Agreement was forwarded to the Reno City Council on July 19, 2012. Assistant City Manager Cadence Matijevec confirmed that the amended Agreement was received on July 19th.

From time to time, Chief Moore said everyone needed help from one another, particularly fire departments since a fire protection system could not be designed to cover every eventuality or disaster. He said mutual aid helped on a case-by-case basis when the resources became overwhelmed and the public was at risk. During the July 11, 2012 Reno City Council meeting, Chief Moore said he presented an Agreement approved by the BOFC’s, which was amended by the Reno City Council and brought back to the BOFC’s and, subsequent to that action, additional changes were made by the BOFC’s.

Chief Moore said the BOFC’s agreed to add the Sierra Fire Protection District (SFPD) as a signer on the Agreement. He read the language proposed by the City as follows, “Mutual Aid is the providing of emergency response services assistance across jurisdictional boundaries upon specific request due to an incident that exceeds and exhausts the entire capacity of medical and/or fire-based resources of the Requesting Agency.” Chief Moore believed that paragraph was ambiguous and he was unsure of the meaning. He explained that “exceeding the entire capacity of the department,” could mean the regular resources around the proximity of the fires. If there was a fire in the south County, did that definition mean mutual aid could not be called until all the southern resources, northern resources, volunteer resources and recalled off-duty personnel were exhausted. Chief Moore remarked that Fire Chiefs needed discretion and

clarity to determine when mutual aid should be called. He believed the standard should be a broad policy with that discretion and by approving the amended Agreement would allow the determination on how much aid could be given while still keeping citizens safe in their own respective jurisdictions. Chief Moore stated that language would be difficult to apply and indicated the proposed language in the amended Agreement read, “exceeds the regular capacity of the Requesting Agency...”

In paragraph two, Chief Moore indicated that the City wanted to limit the ability to call for mutual aid until a career officer was on scene of a fire. He explained when a recent lightning storm swept through the region, the District was running many structure calls and brush fires during a 45 minute span. During such events, resources would be thin and it would be impossible for any jurisdiction to have a command or career officer on each scene to call for mutual aid. He said the recommended language in paragraph two of the amended Agreement read, “however, if it was impractical for the career officer to be on the scene to perform the evaluations described above, the career officer shall perform those evaluations consistent with best efforts and judgment.”

Chief Moore reiterated and recommended that Fire Chiefs needed broad discretion to make decisions because no fire was ever the same. On scene of an emergency, he said Fire Chiefs needed the ability to make good decisions and, if bad ones were made, the elected bodies would hold the Chiefs accountable.

Councilmember Sferrazza asked how long the Agreement would be in effect. Chief Moore replied that Legal Counsel had stated five years. Councilmember Sferrazza asked if the Agreement contained a termination clause. Chief Moore replied that paragraph 10 contained a termination clause stating, “that the Agreement may be terminated by mutual consent of all of the agencies or unilaterally by either agency without cause upon thirty (30) days written notice.”

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Later in the meeting, Ms. Matijevich clarified that the term of the Agreement was until termination and not five years as she had mistakenly noted.

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Councilmember Aiazzi did not understand the meaning of the phrase, “exhaust the entire capacity” in paragraph C and asked how that was different from regular capacity. Chief Moore defined regular capacity as deploying as many resources as possible to control a fire, but without exhausting the entire Department in order to answer additional calls. Councilmember Aiazzi inquired on the meaning of “impractical” when describing a career officer being on scene of a fire. Chief Moore explained that it would be impractical when several fires occurred at the same time or multiple 9-1-1 calls were received to have a career officer on every scene. He said at the discretion of the Fire Chief or a Battalion Chief, the call for mutual aid could be made without a career officer being on scene.

Councilmember Aiazzi questioned how often the TMFPD called upon the City of Sparks for mutual aid. Chief Moore displayed a spreadsheet, which was placed on file with the Clerk, depicting mutual aid given and received and automatic aid given and received for the first 15 days in July. He noted the automatic aid received for the North Lake Tahoe Fire Protection District (NLTFPD) should be two since the NLTFPD self-dispatched on two calls. In three weeks, Councilmember Aiazzi said the District needed a response from the City of Sparks ten times. Chief Moore stated that was correct; however, many of those calls were based on automatic aid.

Councilmember Aiazzi inquired about the County's adopted response time, specifically for the Hidden Valley and Caughlin Ranch areas. Chief Moore explained that the response time for those two locations was eight minutes. Councilmember Aiazzi asked which area would have a 12 minute response time. Chief Moore replied that could be Palomino Valley and in some rural areas, response times could be as long as 20 minutes. Councilmember Aiazzi felt that a Mutual Aid Agreement should have the capability of both agencies providing service 90 to 95 percent of the time. If there was a house fire in Hidden Valley with a two-person crew responding aid would need to be called. If the Arrowcreek Station was called upon that would be a 12 minute response to Hidden Valley, so the eight minute timeline could not be achieved for that fire in Hidden Valley. Chief Moore stated that the Arrowcreek Station could respond in eight minutes with the suppression operation beginning in 10 minutes. Councilmember Aiazzi said response time was having anyone on-scene whether or not they could perform firefighting duties. Chief Moore commented there were many different types of calls being dispatched, not just house fires. Councilmember Aiazzi was questioning specific firefighting issue and felt the District could not have four firefighters on scene within 12 minutes. Chief Moore reiterated that fire suppression could begin in 10 minutes. Councilmember Aiazzi said that did not meet the adopted guidelines. To meet those guidelines mutual aid would have to be called from the City for a house fire in Hidden Valley or Caughlin Ranch. He asked how many firefighters were stationed at the Arrowcreek Station per shift. Chief Moore replied there would be three to four firefighters per shift at that Station. Councilmember Aiazzi commented that the Station may not be able to respond to a house fire in Arrowcreek depending on the day. Chief Moore explained that an effective firefighting force would be the initial response, just as the City of Sparks, the NLTFPD and everyone else who had three firefighters responding, supplemented by the second crew or the volunteers.

Councilmember Aiazzi commented that much had been said about the City's four-person crews, but the City could start fire suppression immediately. Chief Moore argued not always since some of their crew received two-hours off per day. Councilmember Aiazzi indicated four people had to be on a truck before they rolled to a call. He said if the Chief was going to make those accusations, he better be informed of the contract. Chief Moore remarked it was not an accusation.

Because he felt that the TMFPD could not provide day-to-day fire coverage, Councilmember Aiazzi was concerned that the Mutual Aid Agreement would

require aid from the Cities of Reno and Sparks for every house fire and if crews were pulled from the Arrowcreek Station to respond to Hidden Valley, there would be no coverage in the Arrowcreek area. He stated the District could not cover two house fires at any one time. Chief Moore indicated that the District had already covered two house fires at the same time with simultaneous dispatches to a structure fire and a brush fire, one occurring in the south and one in the north area of the County. Councilmember Aiazzi said a brush fire could begin suppression with two people, but not a house fire. He said mutual aid should be equal and, if the City relied on the District for mutual aid, the District could not provide the same service to the City. Chief Moore explained aid was not always fair and equal across the Board with all the jurisdictions. For example, the North Lyon County Fire Department called for mutual aid on almost every fire, but he did not begrudge those small counties because they did not have four people on the first engine. If a life was threatened and staff worried about what was equal, then the Councilmember was correct and, if the approval would be based on all things being equal, he felt that he could not help with the Councilmembers concerns. Councilmember Aiazzi did not think the Chief could help him in any event; however, he felt the BOFC's thought money was more important than safety and reduced their crews. He said it was being touted in the public and the press that the District had the largest fire fighting crew in the western United States, but now he heard that the District was similar to North Lyon County and could not place four people on a house fire in a sufficient amount of time. Councilmember Aiazzi begrudged being told that it could happen publicly, but privately knew that it could not.

Mayor Cashell said the travel times between Damonte Station 14 and Hidden Valley would be 17 minutes, minus three minutes for red lights and sirens. Chief Moore indicated that Station 14 could arrive between eight and 10 minutes. Mayor Cashell disagreed. Chief Moore explained that structure fires equated to 2 percent of all calls. He said the strategy adopted by the BOFC's was based on 85 to 90 percent of the calls being for Emergency Medical (EMS). He said citizens in Hidden Valley were glad the Station was there because they were concerned about medical situations.

Commissioner Weber inquired on Stations 9 and 13 in the Stead area and how mutual aid would be figured into that part of the equation. Chief Moore replied if there was a mutual aid or cooperative aid agreement, the City's resources would be supplemented. If there was cooperation, an effective firefighting force could be assembled quickly. Commissioner Weber stated there was presently a Mutual Aid Agreement in effect; however, when a traffic accident occurred at the Stead and Silver Lake intersection, Station 13, which was located at that corner was not called. She asked if that was mutual aid gone bad. Chief Moore explained that would be automatic aid, which was sending the closest resource to the emergency regardless of jurisdiction.

Commissioner Weber inquired about the relationship with the volunteers. Chief Moore reported that volunteers were working well, and he received positive feedback from the Volunteer Chiefs concerning their crews responding and serving their communities. He said the TMFPD had 13 volunteer stations that were fully-manned with the exception of West Washoe Valley who were rebuilding.

Councilmember Sferrazza referenced the spreadsheet and asked if those were the correct numbers in respect to the City. Reno Fire Chief Mike Hernandez reported that the City had not requested any mutual aid from the TMFPD and believed the automatic aid given was a dispatching error. The only call that qualified as mutual aid was the Pinehaven Fire because of jurisdictional questions. Councilmember Sferrazza asked for the specific instances depicted in the spreadsheet. Chief Moore confirmed that mutual aid was given during the Pinehaven Fire. He explained that a citizen arrived at Station 14 reporting that a child was stuck in a shopping cart and asked for assistance. He said staff self-dispatched, which was listed as assistance given. Councilmember Sferrazza would prefer the accurate numbers and participation levels. She said the chart referred to fires, but she was now learning some were medical calls. Chief Moore noted the calls could be of any particular nature.

Councilmember Gustin commented when the City Council sent back a counter-proposal on mutual aid it included “for all fire-based service incidents shall be provided without reimbursement for the first three hours of response”, which was reduced from the 12 hours previously noted. He noticed that the 12 hours was placed back into the amended Agreement. He asked what percentage of incidents lasted longer than 12 hours. Chief Hernandez replied that a structure fire could be contained within 12 hours, but a long-term incident would exceed 12 hours. He said extraordinary events that exceeded 12 hours enabled either entity to charge the requesting agency from the time of alarm to release time. Councilmember Gustin said because of the undercurrent theme about paying for mutual aid and that being lopsided, he asked if the payments broke even at the end of the year. Chief Hernandez stated the departments had broken even when they were consolidated. He said with respect to automatic and mutual aid, larger departments gave more than they received.

Councilmember Gustin asked if compensation would be skewed if reimbursement was changed from 12 hours to a lower number. Chief Hernandez stated that was correct.

Commissioner Breternitz agreed that long-term incidents broke even; however, this was an opportunity to begin healing the rift by coming together on mutual aid. He commented that this Agreement had gone back and forth several times and, although the Agreement approved earlier by the BOFC’s was not perfect, both entities were making do with current resources and revenues. He said it was important for residents to receive the maximum protection possible and both entities needed to move forward with the amended Agreement put forth.

Councilmember Aiazzi inquired what had changed. He said Chief Moore commented that three hours was unworkable and questioned why that was unworkable for payment as opposed to 12 hours. Chief Moore explained that three hours would be a different standard in the community since all other jurisdictions had 12 hours for a standard time. He questioned why the TMFPD would be treated differently as opposed to the community standard.

Commissioner Jung commented that Legal Counsel previously explained that three hours would place the Chief in the position of weighing the cost and benefits as to who to call rather than what was the best and closest resource. Chief Moore added if a crew was on scene, it was difficult for a fire ground commander to recognize which resource would begin costing money after three hours and which resource still provided mutual aid for another nine hours. Commissioner Jung questioned if consideration had been given to having the Agreement in place for a temporary period of time.

Councilmember Dortch stated the City Council had agreed to the 12 hour reimbursement during their last Council meeting. Prior to the County Commission placing a certain ballot question on the upcoming ballot, he thought the entities were moving forward.

Mayor Cashell indicated that the County had placed “true-ups” into mutual aid. He asked who would be the first responder for the Caughlin Ranch area and how long it would take to reach that area. Chief Moore replied that the Station located at Boomtown would have a 12 minute response time until the new Station was built in Mogul, and then the response time would be eight minutes. Mayor Cashell asked where the second unit would come from. Chief Moore said Stations 14 and 15 would be dispatched on a report of a structure fire. Mayor Cashell said Stations 14 and 15 would both take 23 minutes. He stated that the Arrowcreek Station had to “rob” resources from the Bowers Mansion Station to achieve a full crew and asked if that was correct. Chief Moore felt that “rob” was not the proper word. Mayor Cashell agreed, but the Bowers Mansion Station was now a two-man crew. Chief Moore indicated there were two areas with a two-man crew, Bowers Mansion and Hidden Valley. Mayor Cashell remarked that nine firefighters could not be on scene in the eight or nine minutes as previously stated. Chief Moore explained it would take time to develop a firefighting force for those areas.

Councilmember Sferrazza said if there were two structure fires at once with the City having to respond under the current proposed scenario, she asked if both jurisdictions would break even. Chief Hernandez replied that would depend on the number of times a jurisdiction called for assistance, but there was no tract history post deconsolidation. Because this was new territory, he said the full capability was unknown until the TMFPD system would be fully tested or stressed. Councilmember Sferrazza questioned how the TMFPD could help the City in the same scenario or how that would be equal. She said comments were made about placing life safety and public safety above everything else; however, there had been a consolidated department that was responding and working where both jurisdictions saved money. She asked if it was acceptable for one government to move forward with a department to save money, when there had been a consolidated department that had been working. Chief Hernandez said the City could send a four-man crew to Caughlin Ranch that would immediately begin fire suppression, and the City could anticipate mutual aid from the TMFPD when staffing was available. He commented this was a busy community with multiple events on any day and, if a TMFPD asset was on a medical call on Winnemucca Ranch Road that would create a large response time. If the City was first due on automatic or mutual aid, the TMFPD’s

second and third truck could be 20 to 25 minutes away, which would augment the City's service. That raised another issue if an engine company could respond into a structure fire without knowing when the second or third due-in engine could potentially arrive. That was the reason the request was to have a trained officer on scene to make the determination if mutual aid was needed, which would stretch both ways. To the best of his knowledge, Chief Hernandez said the City had not requested mutual aid from any jurisdiction since July 1st.

Mayor Cashell asked which Station provided back-up when the Boomtown Station was busy. Chief Moore replied that a second response would come either from the Verdi Volunteer Station, Station 13 in Cold Springs, the Station in Sun Valley or Hidden Valley would assist. Mayor Cashell said Station 13 was 20 minutes out, the Volunteers would take about 10 to 12 minutes and Station 14 would be about 23 minutes away, leaving the TMFPD to call for mutual aid. Chief Moore stated there were 1,000 ways to play this chess game. Mayor Cashell agreed, but would prefer to play it one way. Chief Moore said the better course of action would be to adopt a policy that gave broad discretion to the Fire Chiefs. If the response would be skewed for one jurisdiction or another, then perhaps it could be true-uped at the end of the year. Mayor Cashell said the requested true-ups from the City had not been received and was a bone of contention. Chief Moore added that the BOFC's strategy was based on a different way of providing emergency services to the community.

Commissioner Breternitz found it incredible that discussions were focusing on all the different scenarios to make the TMFPD seem as though they could not cover incidents. The point was to protect the people in an area and he recommended that the City Council approve the amended Agreement, on a trial basis, which could be terminated at any time. He said petty issues had been dealt with for two years and it was time to put the people first and move forward to see if the Agreement would work for both sides.

Councilmember Gustin said other than word-smithing in the amended Agreement, he asked how this amended Agreement differed from what was currently in effect. Chief Hernandez confirmed that jurisdictions were indeed operating under a Mutual Aid Agreement, but he would need to review the language to determine the differences.

Rob Bony, Reno Deputy City Attorney, also confirmed there was currently a Mutual Aid Agreement in effect and, other than some word-smithing, the Agreement that initially passed required career officers to be provided and vice versa. Councilmember Gustin felt that a trial period would be acceptable to determine the expenses. He agreed it was time to move forward, but place some specificity with a time period in order to examine if the Agreement would or would not work and then make any corrections.

Paul Lipparelli, County Legal Counsel, explained in the week before July 1, 2012, the BOFC's approved a Mutual Aid Agreement that was considered the next day

by the City Council. The City Council approved the Agreement from the BOFC's with additional changes and requested those changes be considered by the BOFC's at their next meeting. He said if the Agreement in place was the Agreement the BOFC's approved prior to July 1, 2012, it did not include the SFPD, but had the basic language mutual aid agreements historically had in place. The Agreement approved today during the BOFC's meeting further addressed the City Council's concerns about the potential misuse of mutual aid agreements in that it defined mutual aid, excluded automatic aid and contained other provisions that aptly addressed the concerns. Mr. Lipparelli said if there was a will of the two entities to have an Agreement in place on a trial basis, the one just approved by the BOFC's was closer to what the City requested than the one approved prior to July 1, 2012, which did not include the SFPD.

Councilmember Dortch said the Agreement approved by the City Council was the one sent by the BOFC's and then sent back with the stipulation if not adopted, the City would send a letter stating termination in 30 days. However, during their last meeting the City Council decided against sending a letter because it was felt the two entities were moving toward a conclusion. He agreed that people needed to be put first, but if people were put first from the start, the issues would have been decided prior to deconsolidation. He felt the County went down a road blindly not knowing how to take care of certain geographical areas. Councilmember Dortch said the County collected taxes from the Fire Protection Districts who now paid for a service that could not be provided. Even though the County decided to place a question on the ballot to ask about Automatic Aid and went down a different road, he still felt the entities were close to a conclusion.

Due to decreasing revenues, Commissioner Breternitz explained that the TMFPD could no longer continue under the Interlocal Agreement with the City since it was apparent the TMFPD would be bankrupt within one to two years because of the negative delta in revenues versus expenses. It was unfortunate, but if the District went bankrupt there would be no fire service. He said when the Districts deconsolidated, it was thought that each would treat the other the same way as every other entity in the region was treated, via a standardized mutual aid and standardized automatic aid agreement. Commissioner Breternitz said it was time to move forward, not look back and agree to try the Agreement on a trial basis.

Councilmember Aiazzi stated if everyone agreed with him this could be accomplished, but after a year and a half, it was now being suggested to put people first after money had been put first. He said in the last month the County had raised taxes by 20 percent, which could have been done in December 2011 when the entities were only \$1.2 million away from solving the problem. He felt if that proposal had been made in December 2011 there would now be a unified District. Councilmember Aiazzi said this was the first meeting the County had agreed to discuss mutual aid because there had not been a public meeting concerning fire services in 14 months. He did not mind a six month time frame with true-ups, but those true-ups were in the last agreement and were still being fought over. Councilmember Aiazzi said he was presented with a chart that was wrong, so why would he trust the true-ups presented in six months when the Chief

stated he wanted broad discretion. He said the Chief was the person who manufactured the chart and made accusations about the City's Fire Department in public, which he believed were lies. He stated former Fire Services Coordinator Kurt Latipow was hired to oversee those issues and if something was wrong, either Mr. Latipow was incompetent or Chief Moore was a liar. Councilmember Aiazzi did not mind moving forward with the amended Agreement on a six month basis, but he wanted the other true-ups fixed.

Councilmember Aiazzi moved to approve the amended Agreement with the stipulation that the County pay the true-up bill the City submitted on March 3, 2012. Councilmember Sferrazza seconded the motion.

Councilmember Sferrazza found it troubling that when the two elected bodies last met, the agenda had a ballot question, which she felt was misleading. She requested the ballot question be withdrawn in order to receive an opinion from the Secretary of State's Office (SOS). Mayor Cashell clarified it was an advisory question and not binding.

Councilmember Gustin stated he would support the motion with the approval of the changes and the period of time, but the true-ups appeared to have two separate opinions. He asked if mediation from a third party could review those true-ups. He knew they needed to be paid, but a third party could determine which position was correct or find a middle ground between the two positions.

Mayor Cashell asked if forensics were being charged for from the County in the true-ups. Katy Simon, County Manager, replied that the true-ups completed by the District's Financial Consultant Mary Walker were provided to the City and did not include forensics. She would welcome a mediation process since there were several things in the true-ups presented by the City that were not in the original Interlocal Agreement.

Councilmember Aiazzi felt the City should have the upper hand and have the County pay the true-ups, then go to mediation and, if the amount differed, the City would pay the County back. He remarked that the City was "always on the uphill side of the seesaw with these people."

Chairman Larkin asked if the motion was within Agenda Item No. 5 and properly agendized for true-ups and forensics. Mr. Lipparelli commented motions could evolve during meetings with public bodies. He was concerned if the condition to the effectiveness of the Agreement was the payment of a disputed amount and was unclear if a Mutual Aid Agreement was in effect other than the one approved by the BOFC's prior to July 1st. However, he said the motion was in the scope of the agenda since it contemplated the approval of an agreement and contained a condition to the approval of the Agreement. Chairman Larkin asked if that was sufficient to include true-ups. Mr. Lipparelli said if the motion had been to amend the amended Agreement and add a condition that true-ups be paid, that would be within the contemplation of this item, which included amendments to the Mutual Aid Agreement.

Commissioner Breternitz stated there was a disputed amount for the true-ups and a proposal for a motion contingent on that payment put the County in an awkward position. In recent history, this joint body had never discussed true-ups and suggested an agenda item in August to discuss those figures. He recommended altering the motion to omit the true-ups with the understanding that the joint bodies would meet and discuss those true-ups.

Councilmember Aiazzi said the County should pay the money and then meet and if it was determined that money was not owed, the City would reimburse the County. Commissioner Breternitz commented that he had never been advised by any legal counsel to pay first and then work backwards.

Councilmember Sferrazza suggested as a requirement for approval of the Agreement, a meeting be scheduled in August to discuss the true-ups, but also requested discussion or action on the ballot question.

Mayor Cashell suggested this be “canned” and continue with the Agreement presently in place to give the City time to review the amendments. He stated he had no confidence in the County arriving at numbers because they produced numbers when there was discussion for a mutual aid agreement and then the numbers were changed. He said Ms. Walker changed the numbers and he had no confidence in Ms. Walker doing this. He thought the County either paid the true-ups or the City would terminate the Mutual Aid Agreement. Mayor Cashell said if there were disputed items listed in the true-ups, he suggested stating what those disputed items were and then move forward.

Councilmember Dortch felt the Agreement should be approved today because City staff preferred the language in the amended Agreement over the current Agreement and it contained a 30-day provision to terminate. Chief Hernandez suggested remaining with the current agreement, as written, since it was completed and work from there.

Councilmember Aiazzi withdrew the motion.

Mayor Cashell remarked if the citizens living in Hidden Valley and Caughlin Ranch were unhappy, they could annex into the City where they would receive fire protection, even though their taxes had been raised.

Councilmember Sferrazza questioned if anything was being accomplished during this meeting. She said the true-ups were an issue and suggested the motion for approval be contingent upon a meeting to be scheduled in August to arrive at a conclusion.

Councilmember Gustin would support a motion for the City to approve the amended Agreement contingent on having a meeting in August to discuss the true-ups.

Councilmember Sferrazza moved that the City approve the amended Agreement, to be terminated if there was not a joint meeting with the two collective jurisdictions in August to settle the true-up issue. Councilmember Gustin added if there was no meeting in August, a letter for termination would be sent to the County. Councilmember Gustin seconded the motion.

In response to the call for public comment, Daryl Cleveland, North Lyon County Fire Protection District Fire Chief, stated he had mutual aid with both jurisdictions and thanked the Reno Fire Department for their donation of two Brush Fire Engines. Chief Cleveland said he did not hear any discussion about the risk the company or command level officers were being placed into without an agreement in place. His department did not have a written agreement with Churchill County, which meant that they did not have legal authority to respond into that jurisdiction nor did he have the indemnity for his agency or staff if something happened in that jurisdiction. Therefore, as Fire Chief, it put him in a predicament to make decisions to either respond or not respond. Without a formalized agreement between the jurisdictions and Fire agencies, regardless of the prejudices, those individuals were being placed in great legal peril to make decisions as a result of elected bodies actions or inactions. Chief Cleveland said when it came for their day in court, it would not be an elected official on the stand, it would be the company and their chief officers.

Councilmember Aiazzi asked if Chief Cleveland understood there was an agreement in place. Chief Cleveland understood, but said he also understood the economy of scale. He said running a two-station, four-man fire department, 24/7 with 2,500 calls per year with automatic aid into the Truckee Meadows region, formally under the City, he gave more than he received until it was arrived at a mutual benefit with the Engine donation. In looking at the economy of scale, in response to mutual aid, they had to be creative in finding the mutual benefit to organizations. He asked how an agreement could be reached in terms that created a mutual benefit for the organizations, regardless of boundaries and prejudices.

Continuing with public comment, Peggy Lear Bowen hoped that the elected bodies would place people before dollars.

Councilmember Sferrazza asked if anything would be considered about the ballot question. Chairman Larkin stated that the BOFC's was not agendized for that discussion. Mr. Lipparelli explained that State law had a deadline for placing items on the ballot which also existed for withdrawing items from a ballot. The statutory language for this was clear, not ambiguous and not subject to different interpretations. He said to ask the BOFC's to condition the approval of the Mutual Aid Agreement on the withdrawal of the ballot question was an impossible task and, if that was a condition of an approval, he did not think there would be an enforceable agreement.

Councilmember Sferrazza clarified that was not part of the motion. Mr. Lipparelli indicated that the BOFC's were not agendized to discuss the ballot question as their own subject, but theoretically it was possible that the City Council could propose an

amendment to the Mutual Aid Agreement contingent upon some other act of the County and in contemplation of the Open Meeting Law.

Reno City Attorney John Kadlic explained that NRS 293.481 covered regular ballot questions, which could not be withdrawn after the third Monday in July. However, NRS 293.482, which covered advisory questions, did not state anything on withdrawing a question. He was unwilling to make the leap that the question could not be withdrawn and should be addressed by an SOS opinion to determine if it were possible to withdraw an advisory question at this late date. Councilmember Sferrazza suggested the Commission ask for an SOS opinion.

Commissioner Weber said she supported the ballot question hoping it would be educational for the public in asking for emergency responders, and not just fire personnel. However, when she was informed there were no options to withdraw, she questioned if there was a way to ask for reconsideration or another opinion. Mr. Lipparelli commented that another opinion would not occur today. He said the question was if the motion made for approval of a Mutual Aid Agreement contained a condition that the BOFC's accomplish some act, the failure of which would cause the Agreement to terminate. Commissioner Weber asked the makers of the motion to allow the Board of County Commissioners (BCC) the opportunity to ask for reconsideration and a SOS opinion during their 6:00 p.m. session.

Chairman Larkin said there was an item during the earlier portion of the BCC meeting where no action was taken and added that reconsideration could be requested by a Commissioner who voted in the affirmative. If there was a motion to reconsider Agenda Item 21 at 6:00 p.m., the Chair was interested in reopening that item. Mr. Lipparelli said the BCC was properly agendized to reconsider the earlier vote and potentially take a vote to rescind the resolution approving the ballot question. Since no action was taken, it was in the purview of the BCC to return to those items during the evening session and take different action. Mr. Lipparelli stated he had advised that he did not believe adopting a resolution to rescind the ballot question was legal; however, doing so was the BCC's prerogative, but against his advice.

Commissioner Breternitz felt the BCC should wait until another opinion was received before taking action that may be invalidated by another opinion. He said the BCC's Legal Counsel advised that the question could not be withdrawn, but he had no problem with the discussion if in fact the BCC had the ability to withdraw the ballot question. Commissioner Breternitz said he had requested a future agenda item for a joint meeting for a discussion related to automatic aid.

Councilmember Dortch stated the reason automatic aid had not been discussed was because the County did not want to talk about automatic aid. He said the City had asked for that discussion as soon as the City received the Notice of Termination from the County for deconsolidation.

Councilmember Sferrazza clarified that opinion was not contingent on the motion, but in an act of good faith, she requested a Commissioner ask for reconsideration and for another opinion.

Councilmember Sferrazza restated the motion and moved to approve the amended Agreement contingent on the meeting to be held in August regarding the true-ups. Once again, Councilmember Gustin seconded the motion.

Chairman Larkin asked if 30 days was enough time to compile the reports for the true-ups. Chief Moore confirmed that was adequate time.

For the City of Reno, on call for the question, the motion to approve the amended Agreement contingent on the meeting to be held in August regarding the true-ups, passed on a 5 to 0 vote with Councilmembers Hascheff and Zadra absent.

Chairman Larkin informed the BOFC's that the motion was a modification of the amendment to include a meeting in regard to the true-ups. Mr. Lipparelli said the BOFC's could consider the Agreement that was approved earlier during the BOFC's meeting and approved by the City Council as the Agreement without any changes. Then consider the duration of that Agreement to be the end of August if a joint meeting did not occur and when the Agreement would automatically terminate. The other option was for the BOFC's to approve an Agreement that differed from the one approved earlier in respect that it was modified by the condition placed by the City.

Chairman Larkin said the only substantial difference was for a meeting in August. Mr. Lipparelli stated that was correct. In the spirit of cooperation, Chairman Larkin would entertain a motion styled off of the motion made by the City with the inclusion of the meeting occurring in August.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered the amended Agreement be approved contingent on the meeting to be held in August regarding the true-ups.

Blaine Cartlidge, Deputy District Attorney, asked for clarification on which version of the Agreement was approved, the existing or the amended Agreement. Councilmember Sferrazza stated it was the amended Agreement that was approved.

5:13 p.m. Councilmember Aiazzi left the meeting.

12-168F AGENDA ITEM 6A – RESOLUTION

Agenda Subject: “Resolution No. ____ . City of Reno adopting and approving an amended Cooperative Agreement for Mutual Aid between City of Reno, Truckee Meadows Fire Protection District and Sierra Fire Protection District. (For possible action)”

John Kadlic, Reno City Attorney, said Resolution No. 7751, was a Resolution by the City of Reno adopting and approving an amended Cooperative Agreement for Mutual Aid between the City of Reno, Truckee Meadows Fire Protection District (TMFPD) and Sierra Fire Protection District (SFPD) contingent upon a meeting occurring between the Board of Fire Commissioners (BOFC's) of the TMFPD and the SFPD and the Reno City Council at a date to be designated in August and, should that meeting not occur, the City would then give a 30 day notice to end the Mutual Aid Agreement.

There was no public comment on this item.

5:16 p.m. Commissioner Jung temporarily left the meeting.

For the City of Reno, on motion by Councilmember Sferrazza, seconded by Councilmember Gustin, which motion duly carried with Councilmembers Aiazzi, Hascheff and Zadra absent, it was ordered that Agenda Item 6A be adopted.

Councilmember Sferrazza felt that a third party and mediation would be beneficial and then that decision would be binding concerning the true-ups.

Paul Lipparelli, County Legal Counsel, recommended that the BOFC's adopt the same Resolution as the City stated by the City Attorney. Chairman Larkin said to also include mediation.

For Washoe County, on motion by Commissioner Breternitz, seconded by Chairman Larkin, which motion duly carried with Commissioner Jung absent, it was ordered that Agenda Item 6A be adopted as amended.

12-169F AGENDA ITEM 6B – RESOLUTION

Agenda Subject: “Truckee Meadows Fire Protection District Resolution adopting and approving an amended Cooperative Agreement for Mutual Aid between the City of Reno, Truckee Meadows Fire Protection District and Sierra Fire Protection District. (For possible action)”

There was no public comment on this item.

For the City of Reno, on motion by Councilmember Sferrazza, seconded by Councilmember Gustin, which motion duly carried with Councilmembers Aiazzi, Hascheff and Zadra absent, it was ordered that Agenda Item 6B be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

For Washoe County, on motion by Commissioner Breternitz, seconded by Chairman Larkin, which motion duly carried with Commissioner Jung absent, it was ordered that Agenda Item 6B be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-170F AGENDA ITEM 6C – RESOLUTION

Agenda Subject: “Sierra Fire Protection District Resolution adopting and approving an amended Cooperative Agreement for Mutual Aid between City of Reno, Truckee Meadows Fire Protection District and Sierra Fire Protection District. (For possible action)”

5:20 p.m. Commissioner Jung returned.

There was no public comment on this item.

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

The City of Reno did not take action on this item.

12-171F AGENDA ITEM 7 – PUBLIC COMMENT

Agenda Subject: “Public Comment (three-minute time limit per person) – (Additional Public Comment on specific agenda items will be limited to three-minute time limit per person after each agenda item and must be related to the specific agenda item.) Comments are to be addressed to the Chair of the meeting and to the Board of Fire Commissioners for the Truckee Meadows Fire Protection District and Sierra Fire Protection District, Reno City Council and Sparks City Council as a whole.”

Cathy Brandhorst addressed the Board and the Council.

Bill Stewart said that common sense needed to prevail and urged the two bodies to work together for the benefit of the whole community without pitting the City against the County.

Bob Ackerman stated mutual aid should be a non-issue and easily solved. He said common sense needed to be resuscitated and felt the money for the true-ups should be placed in an escrow account managed by a small working group. He was glad that some faces would not be present after November.

Commissioner Weber commented that in the future she hoped everyone would take a step back and listen to the comments made today. She believed some of those comments were disrespectful and felt that elected officials needed to hold themselves to a higher standard and have conversations where respect was shown to each other.

Councilmember Sferrazza felt a big step was taken and the two entities were moving forward in the right direction.

* * * * *

5:28 p.m. There being no further business to come before the Board and the Council, the meeting was adjourned.

ATTEST:

AMY HARVEY, County Clerk
and Clerk of the Washoe County
Commission, Ex-Officio Clerk,
Sierra Fire Protection District, and
Truckee Meadows Fire
Protection District

ROBERT M. LARKIN, Chairman
Washoe County Commission,
Sierra Fire Protection District, and
Truckee Meadows Fire
Protection District

ATTEST:

LYNETTE R. JONES, City Clerk
City of Reno

ROBERT A. CASHELL, Mayor
City of Reno

*Minutes Prepared by Stacy Gonzales,
Washoe County Deputy Clerk*

**RESOLUTION APPROVING AMENDMENT
TO THE COOPERATIVE AGREEMENT BETWEEN
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
AND THE CITY OF RENO**

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, the Truckee Meadows Fire Protection District and the City of Reno entered into the June 2012 Cooperative Agreement for mutual aid ("Agreement"), and the parties now desire to amend this Agreement by adding certain additional terms and conditions and by adding as a party thereto the Sierra Fire Protection District, and all parties are political subdivisions of the State of Nevada authorized to provide and do provide fire-based emergency services in their respective jurisdictions; and

WHEREAS, all parties to the Amendment to the Agreement desire to provide assistance to one another as set forth in the attached Amended Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Amended Agreement and its exhibits, all attached hereto and incorporated herein by this reference, are hereby adopted and approved.

BE IT FURTHER RESOLVED that the Amended Agreement and this Resolution be spread at large upon the minutes and that a copy of this Resolution be sent to the City of Reno.

Upon motion by Fire Board Commissioner, BRETERNITZ, seconded by Commissioner WEBER, the foregoing Resolution was passed and adopted this 24 day of JULY, 2012 by the following vote:

AYES: 5 NAYS: 0

ABSENT: 0 ABSTAIN: 0

ATTEST:

CLERK:



**SIERRA FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS**

Robert M. Larkin
Robert M. Larkin, Chair

**RESOLUTION APPROVING AMENDMENT
TO THE COOPERATIVE AGREEMENT BETWEEN
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
AND THE CITY OF RENO**

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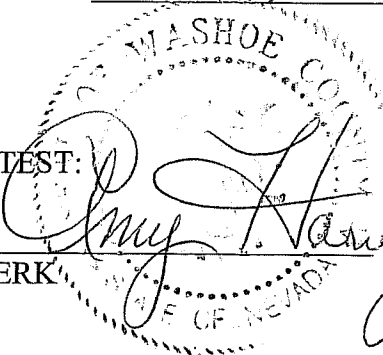
Upon motion by Fire Board Commissioner, BRETERNITZ, seconded by Commissioner WEBER, the foregoing Resolution was passed and adopted this 24 day of JULY, 2012 by the following vote: Commissioner Jung *W/Absent*

AYES: 54 NAYS: 0

ABSENT: 01 ABSTAIN: 0

ATTEST:

CLERK



Emily K. Harvey

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

Robert M Larkin
Robert M. Larkin, Chair