

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

TUESDAY

11:00 a.m.

OCTOBER 23, 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**  
**Charles Moore, Fire Chief**

The Board convened at 11:00 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:

**12-208F      AGENDA ITEM 2**

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

There was no response to the call for public comment.

**CONSENT AGENDA**

**12-209F      AGENDA ITEM 3A**

**Agenda Subject:** “Approval of TMFPD, SFPD, Reno and Sparks City Council Meeting minutes from July 24, 2012.”

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 3A be approved.

**12-210F      AGENDA ITEM 3B**

**Agenda Subject: “Approval of TMFPD, SFPD and Reno City Council Joint Meeting from September 10, 2012.”**

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 3B be approved.

**12-211F      AGENDA ITEM 3C**

**Agenda Subject: “Approval of TMFPD-SFPD Joint Board of Fire Commissioners Meeting from September 11, 2012.”**

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 3C be approved.

**12-212F      AGENDA ITEM 3D**

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

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 3D be approved.

**12-213F      AGENDA ITEM 4**

**Agenda Subject: “Fire Chief Report – A) Report and discussion related to Fire District operations by Chief Charles A. Moore; B) Monthly Statistics; and C) Volunteer Reports.”**

Fire Chief Charles Moore said this morning’s snow was welcome, because it would help diminish the area’s fire danger. He stated the District’s Fire Marshal was looking at the current fire-danger level and the expected wind conditions while considering allowing open burning for a brief period, which would give residents a chance to burn accumulated vegetation. He said a press release would be issued if the ban was lifted.

Chairman Larkin said people were already burning vegetation in his area, because they saw the state and the federal governments lift their burning bans. Chief Moore said there had been a lot of confusion about those bans being lifted. He noted

there was a difference between public and private lands, and burning on private land was still restricted.

Chief Moore said the City of Reno approved the zoning change for Station 5, Mogul, and the next step would be to obtain the Special Use Permit. He stated staff was going through some site-planning exercises with the consultant and found the topography was an issue in making the truck bay work with its location next to the existing log cabin. He stated a little more time would be taken to consider the options and to make the trucks turning radiuses work better before applying for the Special Use Permit. He said Commissioner Breternitz suggested looking at an accelerated construction process, such as design/build or some other method, which would get the structure up and functional in the least amount of time. He believed that was a good suggestion. He stated the best guess was the station would be up and running anywhere from June to August 2013. A copy of the site map for the Mogul Fire Station was placed on file with the Clerk.

Chairman Larkin asked if the intent was to use the existing log cabin as the living quarters. Chief Moore said it was, but it would take considerable rehabilitation to do so. He stated he was not sure the amount of money required for the rehabilitation would be less than the cost of building a new residential structure. He said that issue was being studied in terms of the budget and the actual site planning benefits of moving the log cabin.

Chief Moore said regarding the operations report, the number of structure fires was eight instead of 27. He explained when someone called 9-1-1 to report a suspected fire, the dispatcher would note it was a structure fire, and that was how it was reported to the incident-reporting software. He explained quite often it was not a structure fire when the fire units arrived at the scene. He stated the audited numbers, which were being done manually, reflected eight structure fires in September and only four resulted in any kind of minimal damage to the residence. He said the structural damage was approximately \$25,000 for homes with a total value of \$1.2 million. He stated his point was the District had been very affective in its response to structure and brush fires. He stated the total number of calls where entry into a burning structure was necessary was still less than one tenth of one percent, which had been the case since July.

Chief Moore said some data was finally extracted from the incident-reporting software, which showed the District was compliant 85 percent of the time with the 10-minute response time for suburban land-use designations. He said Station 15, Sun Valley, and Station 17, Spanish Springs, represented the bulk of the calls; and Station 15 made up 50 percent of the total call volume for the entire District. He stated that was due to Station 15 having a lot of medical calls and having a higher frequency of fire calls than other portions of the District.

Chairman Larkin noted there was considerable truck movement between Stations 15 and 17. Chief Moore advised the stations supported each other due to their close proximity.

Commissioner Humke said he was impressed with the personnel training hours reported by the volunteers. He noted some of the volunteer departments did not issue a report, which had been an ongoing problem. He suggested presenting a Commissioner's award either monthly or annually for the greatest number of training hours achieved, which might serve as a positive motivator for some of the volunteers. Chief Moore felt they would be very motivated to take that challenge.

Commissioner Breternitz said the report gave the Board a detailed view of what really happened in the District on a monthly basis and was a great response to the Commissioners' request. He commended the Chief and the District's staff for providing that increased level of detail, and he felt the public would benefit from seeing what was happening within the District.

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

**12-214F      AGENDA ITEM 5**

**Agenda Subject: "Accept a donation of assorted batteries and supplies from Herlong Army Depot and Cleanharbors Environmental Services to be utilized in operations for TMFPD Career and Volunteer Stations."**

Fire Chief Charles Moore said one of the Silver Lake volunteers called him about these batteries and cleaning supplies, which were still good but were being sent to the landfill because they did not meet the Army's standards. He said staff recommended the Board accept the donation.

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 5 be accepted.

**12-215F      AGENDA ITEM 6**

**Agenda Subject: "Accept a donation of assorted household items and furnishings from the Hidden Valley Community neighborhood to be used to furnish Fire Station #37 Hidden Valley."**

Fire Chief Charles Moore recommended the Board accept the donation of assorted household items and furnishings. He said a lot of people stopped by to look at the new station, and he received good feedback from the Hidden Valley community. He said the community asked if they could provide some items to make the station more comfortable, and the staff report's Attachment 1 listed the donated items.

Commissioner Humke noted several of these types of donations had been made in the Galena and the Rolling Hills areas by citizens of the Sierra and the Truckee

Meadows Fire Protection Districts. He stated the citizens did not need to be asked, but just stopped by to see what they could do to assist; and he could not thank those citizens enough.

There was no public comment on this item.

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

**12-216F      AGENDA ITEM 7**

**Agenda Subject: “Discussion and possible approval of one job reclassification request as evaluated by the Job Evaluation Committee of a Senior Accountant Position with increase of pay grade N to a pay grade P with a fiscal impact of \$14,036.”**

Fire Chief Charles Moore said while working to stand up the District, discussions with Mary Walker, Walker and Associates; Sheri Mendez, Washoe County Finance Director; and Cynthia Washburn, Washoe County Comptroller, resulted in the recommendation to upgrade the position to that of a Senior Accountant. He stated because of time constraints, it was decided to use a temporary accountant provided by a personnel service. He said the position would be advertised as an open-competitive position if it was approved by the Board.

Commissioner Breternitz asked if this would have any effect on the District’s consultant. Chief Moore replied Ms. Walker did not perform the day-to-day accounting functions. He felt having an accountant on staff would improve the process through bank reconciliation and internal-control development; and would make the District more self contained. Commissioner Breternitz believed having a competent CPA in that position meant there would be certain responsibilities Ms. Walker currently handled what would be passed to the staff accountant over time. He stated Ms. Walker’s role should be maintained, particularly at the expertise level and the historical level, because that would make sense from the long-term strategy standpoint. Chief Moore stated Ms. Walker would be involved with the District as long as she wanted to be involved, but certainly her role would diminish over time.

Commissioner Humke stated he wanted to continue Ms. Walker’s contract because she had been invaluable to management staff and to this Commission on a day-to-day basis. He said her knowledge was valuable in providing a historical perspective from both the legal and the financial aspects regarding the creation of the Interlocal Agreement in 2000. He stated it was important Ms. Walker’s contract remain in place to ensure the County did not replicate any of the past mistakes when considering regional consolidation in the future.

There was no public comment on this item.

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

**12-217F      AGENDA ITEM 8**

**Agenda Subject: “Discussion and possible approval of a modified staff plan that creates one additional Captain Position and freezes one Logistics Officer.”**

Fire Chief Charles Moore said the Logistics Officer position was not filled when the District was hiring staff. He stated an existing Captain on light duty stepped up to perform those functions, and found it was a job he really enjoyed. He said the idea was to keep him in the Captain’s role, but assign him to handle logistics. He stated that would make an additional Captain available for large emergencies, and there would be no fiscal impact to freezing the Logistics Officer position and assigning the Captain to handle logistics. He said staffing was being tweaked over time, and this tweak would benefit the District. He stated when the job specification was written, the Logistics Officer was intended to be a civilian, instead of a firefighter.

Chairman Larkin asked why not reclassify the Logistics Officer position to that of a Captain. Chief Moore said approval would be needed by the Board to create an additional Captain. Chairman Larkin stated his point was the Board created a limited number of Captains due to the staffing ratio the Board was after, and he was concerned about this kind of job creep. Chief Moore said he felt there was a benefit to having the additional expertise on hand when there was a large incident, and the Captain would be used as a Logistics Officer as well as a firefighter. Chairman Larkin said he understood the individual wanted to remain a firefighter, but his concern was this would be setting a dangerous precedent because where would it stop and how would the Chief manage it. Chief Moore said the constraint was the budget, because no more positions could be allocated than there was the financial capacity in the budget to fund them. He said it would stop here because there were no further opportunities to do what was being considered. Chairman Larkin said it appeared this action was budget neutral. Chief Moore replied it was because the Logistics Officer was budgeted at the same pay grade as the Captain.

Commissioner Humke suggested the motion be specific in showing this did not have precedential value and, if the Captain left, the Logistics Officer would be a non-sworn civilian position. Paul Lipparelli, Legal Counsel, said it would be important to consult the labor agreement and confer with Human Resources to determine if setting up or pushing down positions conformed to what was agreed to in administering the merit-pay system for the District. Commissioner Humke suggested continuing this item. Chief Moore replied that would not be a problem. Commissioner Breternitz stated the Board had been concerned about managing expenses for quite some time, but at some point the Board had to say to the Chief that he knew how much money he had and how he would get the biggest bang for the buck. He said if it was in the best interests of the District to do this swap and as long as nothing was being done that would require a Captain to fill

that position in the future, he said the Chief had to make decisions based on the money and personnel available; and he suggested letting the Chief do his job.

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 8 be approved.

**12-218F      AGENDA ITEM 9**

**Agenda Subject: “Discussion and Action on Resolution Approving the Cooperative Agreement for Palomino Valley Water Supply between the Truckee Meadows Fire Protection District and the Palomino Valley General Improvement District and authorize the Chair to sign the Agreement and the Resolution.”**

Fire Chief Charles Moore said the District allocated \$30,000 to develop a well, so the water could be allocated strictly towards fire protection in the Palomino Valley. He said the \$30,000 would complete the well, which would provide a source of water where there currently was none and would fill tenders more rapidly with water.

Chief Moore said this agreement had been approved by the Palomino Valley GID and, if approved by the Board, construction would commence.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Chairman Larkin, which motion duly carried, it was ordered that Agenda Item 9 be approved, authorized and executed. The Resolution and Cooperative Agreement for same are attached hereto and made a part of the minutes thereof.

**12-219F      AGENDA ITEM 10**

**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 Breternitz said he would like to meet with Fire Chief Charles Moore to give him some ideas he had about the construction of the new fire station in Mogul.

Chief Moore asked if the Board wanted to hold a meeting in November. Commissioner Breternitz said he requested having a placeholder to hold a meeting in November, which would allow for the discussion and possible approval of an automatic aid agreement with the City of Reno if it came to the Board in November. He stated if there was no other business, the meeting could be opened and then closed.

12-220F      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 Board of Fire Commissioners agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

There was no public comment.

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**11:36 a.m.**    There being no further business to come before the Board, the meeting was adjourned without opposition.

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

**ATTEST:**

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

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



**COOPERATIVE AGREEMENT FOR  
PALOMINO VALLEY WATER SUPPLY**

This Cooperative Agreement ("Agreement") is made and entered effective October \_\_\_\_, 2012, by and between the Truckee Meadows Fire Protection District, a local fire district of the State of Nevada organized pursuant to chapter 474 of the Nevada Revised Statutes (hereinafter "TM"), and the Palomino Valley General Improvement District, a local general improvement district of the State of Nevada formed pursuant to chapter 318 of the Nevada Revised Statutes (hereinafter "PV").

WHEREAS, the parties are public agencies authorized by NRS 277.045 to enter into cooperative agreements for the performance of governmental services for each other;

WHEREAS, PV performs public safety related road maintenance in the community, for which it needs water and access thereto;

WHEREAS, PV owns certificated water rights in the Palomino Valley area north of Sparks, Nevada, and has installed a well on Ironwood Road ("Well") but lacks adequate funding to complete development of the well site to a fully operational water truck fill station ("WTFS");

WHEREAS, TM provides the public safety service of fire suppression and prevention within its territory, which includes the Palomino Valley area, and TM needs a permanent and reliable local water supply in this area to support TM's emergency fire suppression needs and fire prevention work; and

WHEREAS, the parties desire to establish large vehicle access to PV's water and Well, specifically a WTFS as specified in PV's special use permit No. SB10-009 ("Permit") obtained from and approved by Washoe County, Nevada.

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

**1. Construction of Water Facility.** PV has obtained the Permit and agrees to promptly commence, at its sole expense, construction of the Well, the large vehicle access to the Well and the WTFS, all located at 4270 Ironwood Road in Washoe County, Nevada, and complete the same within six (6) months from the date the resolution is passed and adopted by the Board of Fire Commissioners. PV agrees to satisfy all of the conditions of the Permit and to also satisfy those of TM's Fire Chief concerning applicable access needs, fire suppression connections and flow requirements. The WTFS will be considered complete when fully operable for fire suppression purposes to the satisfaction of the District's Fire Chief, which may not be unreasonably withheld.

2. **Security, Maintenance & Access.** The Well and WTFS shall be secured and protected by PV at all times at its sole cost. PV shall maintain and operate the Well, WTFS and appurtenances in first class condition at its sole cost, including quarterly inspections and well monitoring. However, TM shall be solely responsible for replacement and cost of the related generator upon its irreparable malfunction. PV grants to TM access to its Well and the WTFS at all times without restriction for the fire suppression and prevention needs of TM. PV will ensure that TM has all up-to-date means of access to the secured area and WTFS, whether by key, combination or other means. PV shall ensure adequate water availability for the purposes of this Agreement. PV's possible disposition of some of its water rights shall not impede or reduce in any manner this adequacy.

3. **TM Payment.** The parties agree that upon completion of PV's construction of the Well, WTFS and appurtenances as defined above PV shall tender to TM an invoice for the cost of construction and permits, supported with proof of costs, in an amount not to exceed \$30,000.00. TM shall pay to PV the billed amount of construction costs not exceeding \$30,000.00 within 30 days of receipt of the invoice.

4. **Term & Termination.** The initial term of this Agreement shall be 10 years from the last date of signature hereto and shall automatically renew for successive 10 year periods. This Agreement shall terminate on the thirtieth day following any one of the following: (i) force majeure (acts of God) that destroys the Well beyond function; (ii) government mandated closure and seal of the Well; or (iii) 6 consecutive months of lack of well water.

5. **Sole Agreement.** This Agreement contains all the commitments and agreements of the parties on this subject. Any oral or written commitments not contained herein shall have no force or effect to alter any term of this Agreement, unless modified in accordance with Paragraph 6.

6. **Modification.** This Agreement is the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either party unless executed in writing by each of the parties.

7. **Assignment.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.

8. **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.

9. **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.

10. **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 on this Agreement shall be in the Second Judicial District Court of Washoe County, Nevada.

11. **Limited Liability.** The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of the agencies shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

12. **Third Party Beneficiaries.** This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

13. **Notices.** 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 when delivered personally by hand, or by telephonic facsimile with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the following addresses:

Truckee Meadows Fire Protection District  
Fire Chief  
1001 East Ninth Street  
Reno, Nevada 89520

Palomino Valley General Improvement District  
President  
P.O. Box 615  
Sparks, Nevada 89432

Any party may designate a different address or representative to receive notices provided that such designation is sent in writing to the other party in accordance with this paragraph.

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

**TRUCKEE MEADOWS  
FIRE PROTECTION DISTRICT**

**PALOMINO VALLEY GENERAL  
IMPROVEMENT DISTRICT**

By: Robert M Larkin  
Robert M. Larkin, Chair

By: Larry J. Johnson  
Larry J. Johnson, President

Date signed: 10/23/12

Date signed: 10-19-12

ATTEST: Amy Harvey  
Clerk

WITNESS: Maurice O'Brien

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

**RESOLUTION APPROVING COOPERATIVE AGREEMENT FOR  
PALOMINO VALLEY WATER SUPPLY 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 Palomino Valley Water Supply ("Agreement") Between the Truckee Meadows Fire Protection District ("TM") and the Palomino Valley General Improvement District ("PV") 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 establish a stable and permanent supply of water for their respective needs, including public safety needs, by developing a complete well owned by PV and full, secured access thereto, to include a water truck fill station ("WTFS"), 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.

Upon motion by Fire Board Commissioner, Heber, seconded by Commissioner Larkin, the foregoing Resolution was passed and adopted this 23 day of Oct., 2012 by the following vote:

AYES: 5 NAYS: 0

ABSENT: 0 ABSTAIN: 0

**BOARD OF FIRE COMMISSIONERS**

ATTEST:

Dancy L. P. Chief Deputy  
CLERK

Robert M. Larkin  
Robert M. Larkin, Chair