

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

TUESDAY

11:00 a.m.

APRIL 23, 2013

PRESENT:

**David Humke, Chairman**  
**Bonnie Weber, Vice Chairperson**  
**Marsha Berkbigler, Commissioner**  
**Vaughn Hartung, Commissioner**  
**Kitty Jung, Commissioner**

**Nancy Parent, Chief Deputy County Clerk**  
**Katy Simon, County Manager**  
**Paul Lipparelli, Legal Counsel**  
**Charles Moore, Fire Chief**

The Board convened at 2:15 p.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

**2:15 p.m.** The Board remained convened as the Washoe County Board of Commissioners (BCC). This was Agenda Item 13 on the BCC Agenda.

**13-39F      AGENDA ITEM 6**

**Agenda Subject:** “Approval of an Interlocal Agreement between Washoe County, on behalf of the Washoe County Sheriff’s Office, and the Truckee Meadows Fire Protection District, for the Testing and Training Connected to Self-Contained Breathing Apparatus (SCBA) equipment commencing April 24, 2013. (All Commission Districts)”

Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), said staff recommended approval of the Interlocal Agreement with the Sheriff’s Office.

Commissioner Jung asked if the costs would be shared 50/50. Captain Russ Pedersen, Sheriff’s Office, said it would be the Sheriff’s responsibility to pay for the cost of the self-contained breathing apparatus (SCBA) inspections and the Fit testing if it was done by the TMFPD.

There was no public comment on this item.

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

The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**2:20 p.m.** The Board adjourned as the Washoe County Board of Commissioners (BCC).

**13-40F** **AGENDA ITEM 2**

**Agenda Subject:** “Public Comment. Comment heard under this item will be limited to three 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 three 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 ITEMS – AGENDA ITEMS 3A AND 3B**

**13-41F** **AGENDA ITEM 3A**

**Agenda Subject:** “Approval of TMFPD – SFPD Joint Board of Fire Commissioners Meeting minutes from February 26, 2013.”

There was no public comment on this item.

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

**13-42F** **AGENDA ITEM 3B**

**Agenda Subject:** “Approval of six (6) separate 2013 Annual Operating Plans between Truckee Meadows Fire Protection District and the following agencies: Sparks Fire Department, North Lyon County Fire Protection District, Storey County Fire Department, Carson City Fire Department, The U.S. Forest Service-Humbolt Toiyabe National Forest and The United States Department of the Interior Bureau of Land Management Carson City Office.”

Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), said the Operating Plans changed from year-to-year and were attached as appendices to the Mutual Aid Agreements.

Commissioner Hartung noted the Carson City Fire Department’s cost for a structural engine was \$387 per hour. Chief Moore explained Carson’s figures included their manpower costs in the structural engine’s hourly rate, while the TMFPD separated their hourly rates for manpower and engine costs. Commissioner Hartung said page 1 of 6 in the Carson City Annual Operating Plan showed a cost for wages. Tim Leighton,

Division Chief of Operations, stated the TMFPD used the Cal EMA rates if the TMFPD responded to a fire in California. He said those were the standard rates set by the California Office of Emergency Services (OES). He stated several fire departments in the area used a formula to determine the hourly costs for their fire apparatus and all of the personnel costs were based on the Collective Bargaining Agreements (CBA's). He said Carson's listed CBA rate figured in the replacement time for the engines, wear and tear, fuel, and so on. He stated the same formulas were not being used, which accounted for the differences in the hourly rates, and he believed it was time to work out a way to make the billing amounts the same.

There was no public comment on this item.

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

**13-43F      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) Washoe County Volunteer Fire Fighters Association Report for March 2013."**

Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), said the Nevada Division of Forestry (NDF) gave the District a grant to initiate a curb-side chipping program. He stated the grant application indicated seasonal personnel would be used, but it was determined using seasonal personnel could be more expensive in the long run. He said staff was contacting NDF to see if the grant could be changed to allow the use of existing personnel and to pay them overtime. He stated that determination should be made within the next 30 days. He said staff was looking forward to getting the program going, because there had been a lot of inquiries about it.

Chief Moore advised the eight newly hired Firefighter/Paramedics were completing their academy training and would be graduating this Friday in Carson City. He said he would introduce them to the Board at the May 2013 meeting. He stated they worked very hard during the last six weeks and were excited to get out on the line.

Chief Moore noted there were three structure fires during March 2013.

Commissioner Jung said she saw a lot of smoke yesterday behind Verdi, and she asked if the California Department of Forestry contacted the District when they did controlled burns, so the District could gear up in case the burn got out of hand. Chief Moore said the District was notified, but he did not check his e-mail until later in the day.

There was no action taken on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 4 be accepted.

**13-44F      AGENDA ITEM 5**

**Agenda Subject: “Acceptance of donation of surplus VHF radios and related equipment from the Nevada Air National Guard to be utilized in operations for TMFPD Career and Volunteer Personnel. (All Commission Districts)”**

Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), said the Nevada Air National Guard was donating 150 to 200 VHF radios to the District, which came complete with batteries and chargers. He said the radios needed to be reprogrammed to be narrow banded. He stated some of the radios would be used by the volunteer agencies and some would be kept as a reserve stock to be used during large fires. He noted the Hawthorne Army Depot donated a pallet of the same batteries a few months ago to the District, so there was an abundant supply of batteries available.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5 be accepted.

**2:29 p.m.** The Board adjourned as the Board of Fire Commissioners for the Sierra Fire Protection District (SFPD).

**13-45F      AGENDA ITEM 7**

**Agenda Subject: “Discussion and action on the Truckee Meadows Fire Protection District Tentative Budget for FY 2013-14 as presented and direct staff to return at the Final Budget Hearing set for May 20, 2013. (All Commission Districts)”**

Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), said everything in the District’s budget was put through the financial stability test to ensure the District would not be over expanding. He stated the District’s ending fund balance would be 28 percent of the budget and that percentage would increase to 29 percent and 30 percent respectively over the next two years. He said one of the reasons the Board wanted to standup the District was to achieve financial stability, and staff believed that had been accomplished. He stated the District’s first year of operation had been very successful because all of its fire stations remained open and the District kept within its budget, in fact, some money would be carried over from this year to next year.

Chief Moore conducted a PowerPoint presentation on the TMFPD’s Fiscal Year 2013-14 Tentative Budget. The presentation reviewed the Department’s financial overview, goals, service level recommendations, prevention and community outreach plans, Capital Improvement recommendations, dealing with surplus equipment, new acquisitions, and improvements to volunteer facilities.

Commissioner Hartung asked why it was easier to train personnel to fight wildland fires than to fight structure fires. Chief Moore said both types of fires were

equally difficult to fight physically, but a structure fire required more training because there was a lot more to know about fighting a structure fire.

Commissioner Hartung asked if the smoke detectors used for the smoke-detector program also detected carbon monoxide. Chief Moore replied they did. He stated \$5,000 had been allocated for the program and a manufacturer was willing to sell the smoke detectors to the District at or below cost. He said the plan was to provide people with smoke detectors when the District found out they did not have one. Commissioner Hartung suggested allowing people to buy new smoke detectors with the latest technology through the District at a reasonable rate, which might be an enticement for them to update their old smoke detectors. Chief Moore said they were still defining the components of the program, but he wanted to allocate some dollars to it in the budget. He stated they definitely wanted to get smoke detectors to the people who did not yet have one.

Commissioner Jung asked what the rolling stock was. Chief Moore replied the rolling stock category included the District's vehicles, and the operating equipment category included the radios and protective clothing.

Commissioner Weber noted the Peavine Volunteer Station had been a shell since she became a Commissioner. Chief Moore said the building was in good condition and, to become usable, it only needed to have the electrical, plumbing, dry wall, and finishes installed. He said \$100,000 was being allocated to that project and \$150,000 was being allocated to the Pleasant Valley Volunteer Station to build a bay with adequate room to hold two trucks. He stated the Pleasant Valley and Washoe Valley stations would be merged and the new company would be called the South Valley Volunteer Fire Company. He said Peavine and Pleasant Valley were the two best volunteer companies, but they had the worst facilities. He said those projects would go a long way towards making the volunteers more capable.

Commissioner Weber asked if the existing Pleasant Valley structure could be added to. Chief Moore said the volunteers wanted a free-standing building that would be separate from the existing building, and he did not know what they would do with the existing building except to use it for storage. Commissioner Hartung suggested making the new building large enough to allow for longer pieces of equipment in case a ladder truck was added at some point. Chief Moore felt the structure should be built to accommodate a Type 1 structural engine. He stated the longer ladder truck, which was proposed for acquisition next year, would be based at Station 14.

Chief Moore said the TMFPD and the Sierra Fire Protection District (SFPD) consolidated their budgets because they were being managed as one fire department and also to leverage services. He stated both budgets would be acted upon independently.

Commissioner Jung asked what the ending-fund balance percentage was based on the overall budget. Mary Walker, Walker and Associates, explained the State

minimum requirement was a 4 percent ending-fund balance. She stated the recommended National Accounting Standards amount was two months of operating cash, but that amount depended on the risk involved. She explained what happened in a fire district was different than what happened in a city or a county, mostly because fire districts were so reliant on property tax revenues. She stated the first distribution of those revenues was not received until the end of August and sometimes September, which meant the District needed two months of operating cash set aside so the bills could be paid through the summer. She said two months was equivalent to approximately 16 percent and the District ending-fund balance was 28 percent. She stated the Board indicated many years ago it wanted the District to have a 25 percent ending-fund balance in case several large wildland fires occurred during the year, in addition to having the needed operating cash. She noted \$1.5 million in wildland-fire costs were incurred in Fiscal Year 2011-12. Commissioner Jung said that meant the County would not be on the hook if the District had an emergency, because the money was set aside to cover possible emergencies. Ms. Walker replied that was correct. She thought of the District as being a small business with high risk and funding that risk was part of the District's operating costs.

There was no public comment on this item.

Chairman Humke asked if there was any pending legislation that could modify the District's budget. Chief Moore replied he was not aware of any such legislation.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 7 be approved and directed.

**3:01 p.m.** The Board adjourned as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District (TMFPD).

**3:01 p.m.** The Board convened as the Board of Fire Commissioners for the Sierra Fire Protection District (SFPD).

**13-46F**      **AGENDA ITEM 8**

**Agenda Subject:** "Discussion and action on the Sierra Fire Protection District Tentative Budget for FY 2013-14 as presented and direct staff to return at the Final Budget Hearing set for May 20, 2013. (All Commission Districts)"

Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), said the Sierra Fire Protection District (SFPD) funded its insurance and some of its overhead costs independently of the TMFPD's budget, but both Districts were combined to operate as one department.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 8 be approved and directed.

**3:03 p.m.** The Board reconvened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District (TMFPD) and remained convened as the Board of Fire Commissioners for the Sierra Fire Protection District (SFPD).

**13-47F      AGENDA ITEM 9**

**Agenda Subject:** “Discussion and approval of the FY 2013/2014 Health Benefits Program for District employees, dependents and retirees at an approximate annual cost of \$1,360,700, and authorize the Chairman of the Board of Fire Commissioners to execute all insurance contracts and service agreements pertinent to the Health Benefits Program.”

Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), said this item would improve the health benefits for the District’s employees while reducing costs.

Commissioner Hartung noted it appeared there was an exclusion for organ transplants, and he asked if the employees could purchase that coverage as an addendum to the policy if desired. Evelyn Hullin, Wells Fargo Insurance Services USA Inc. Benefits Consultant, said Item 47 did not exclude organ transplants. She said she would not sell a policy containing that exclusion.

Chief Moore noted the agenda said \$1,360,000 was the total cost for the Health Benefits Program and the staff report noted the District’s total cost was \$1,016,820. Mary Walker, Walker and Associates, said both numbers were correct. She explained the \$1.3 million included 50 percent of the costs for the dependent coverage and the \$1 million cost was for the District employees only.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 9 be approved, authorized, and executed.

**13-48F      AGENDA ITEM 10**

**Agenda Subject:** “Commissioners’/Fire Chief’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 Hartung requested information regarding Wadsworth and the agreement with Storey/Lyon and the Tribe. Chief Moore said he would provide a summary on how the agreement worked.

**13-49F            AGENDA ITEM 11**

**Agenda Subject: “Public Comment. Comment heard under this item will be limited to three 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 three minutes per person. Comments are to be made to the Commission as a whole.”**

There was no response to the call for public comment.

\* \* \* \* \*

**3:13 p.m.** There being no further business to come before the Board, on motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

---

**DAVID HUMKE**, Chairman  
Truckee Meadows Fire  
Protection District

**ATTEST:**

---

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

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



INTERLOCAL AGREEMENT BETWEEN  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE  
AND  
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
FOR THE TESTING AND TRAINING CONNECTED TO SELF-CONTAINED  
BREATHING APPARATUS (SCBA) EQUIPMENT

This Agreement is executed and entered into this 23<sup>rd</sup> day of April, 2013, by and between the Truckee Meadows Fire Protection District (hereafter referred to as "TMFPD"), and Washoe County, for and on behalf of the Washoe County Sheriff's Office (hereafter referred to as "WCSO").

---

RECITALS

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

WHEREAS, TMFPD requires equipment to ensure National Fire Protection Association (hereafter referred to as "NFPA") compliance for SCBA testing to perform its public safety duties;

WHEREAS, WCSO possesses SCBA testing equipment resources and has agreed to make such equipment available to the TMFPD;

WHEREAS, TMFPD has the training, knowledge and qualifications to conduct SCBA fit testing;

WHEREAS, WCSO has the need for such SCBA fit testing to occur annually;

WHEREAS, it is deemed that the equipment of WCSO and the Qualifications of TMFPD hereinafter set forth are necessary for both parties and the public.

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

1. **EFFECTIVE DATE.** This Agreement shall be effective 4/23/13.
2. **TERM OF AGREEMENT.** This Agreement shall continue for one year from the effective date of this Agreement, and shall automatically extend for one (1) additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.

13-397  
13-397

3. **TERMINATION.** This Agreement may be terminated by either party with 120 (120) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
  
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.
  - a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
  
  - b. Both parties will be responsible for contacting its respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
  
  - d. Both parties will be responsible for providing the proposed revisions in the Agreement to their legal counsel.
  
  - e. When both parties and their counsel have agreed to the recommended changes, then each party will obtain the necessary approvals and signatures from their board and provide the finalized document to the other party for appropriate approval and signature.
  
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth herein as:

Truckee Meadows Fire Protection District  
Attn: Fire Chief  
PO Box 11130  
Reno, Nevada 89520

Washoe County Sheriff's Office  
Attn: Sheriff  
911 Parr Blvd  
Reno, Nevada 89512

6. **DUTIES AND RESPONSIBILITIES OF WCSO.** The following is a description of the duties of WCSO in accordance with the terms of this Agreement. WCSO agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.

12-11-13-397

- a. Any required repair, testing, shipping or replacement costs of the WCSO PosiCheck and WCSO fit testing machine.
- b. Any repair, testing or replacement costs for SCBA packs, components, parts and masks.
- c. Delivery and pick up of the SCBA packs and masks for testing purposes.
- d. One file cabinet with four drawers.
- e. One lap top computer to support the testing system.
- f. Provide one color printer and printer cartridges for record keeping.
- g. Any repair, hydrostatic testing, or replacement of SCBA cylinder
- h. Ensure WCSO staff is compliant with NFPA, OSHA and manufacturer standards.
- i. Maintain all inspection records for FIT Testing
- j. Provide lap top and fit testing equipment to test WCSO employees

7. **DUTIES AND RESPONSIBILITIES OF TMFPD.** The following is a description of the duties of TMFPD in accordance with the terms of this Agreement. TMFPD agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.

- a. Inspect and repair all WCSO SCBA on an annual basis, adhering to NFPA and Occupational Safety and Health Administration (hereafter referred to as "OSHA") standards.
- b. Notify the WCSO of any identified issues or concerns connected to the testing equipment, SCBA bottles or any support equipment.
- c. Provide training material to WCSO staff as it relates to SCBA inspection, to include NFPA standards, OSHA requirements and directives of the SCBA manufacturer.
- d. Assist WCSO staff with compliance of NFPA, OSHA and manufacturer standards.
- e. Conduct SCBA mask fit testing for WCSO employees
- f. Maintain all inspection records for SCBA Equipment

8. **COST OF SERVICES.** Each agency agrees to the following terms of this agreement.

- a. TMFPD agrees to inspect and repair SCBA equipment at no labor cost to WCSO. All parts for repair will be purchased by WCSO
- b. WCSO agrees to pay TMFPD for Fit Testing, not to exceed \$38.00 per hour straight time or \$56.00 per hour for overtime.
  - i. Compensation shall be at a minimum of 2 hours per person and may be pro-rated for each quarter (15 minutes) for time less than one full hour after that.
- c. WCSO shall tender payment to TMFPD within 30 days of receipt of invoices.

13-39C

9. **RECORD MAINTENANCE.** TMFPD agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the WCSO, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all WCSO, state and federal regulations and statues. The period of retention shall be set forth by both parties, dictated by policies and procedures. These records will also include, but are not limited to, testing records, training logs, repairs records, invoices and various statistical data relative to the user agency's daily and annual operations.

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

The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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

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

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

AD - 1111  
13-397c

any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other parties.

14. **USE OF EQUIPMENT.** All equipment and maintenance of equipment located with TMFPD, as defined in this agreement, shall remain the property of the WCSO.
15. **INSPECTION AND AUDIT.** Either Participating Agency shall have the right to conduct a performance audit of the equipment at the expense of the WCSO. The other participating Agency shall cooperate in the conduct of such a performance audit.
16. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
18. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
19. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
20. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
21. **PUBLIC RECORDS:** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to

13-391

disclose unless a particular record is made confidential by law or a common law balancing of interests.

22. **CONFIDENTIALITY:** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
23. **PROPER AUTHORITY:** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
24. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
25. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
26. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
27. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
28. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

13.39F

The parties have caused this Agreement to be duly executed this 23<sup>rd</sup> day of April, 2013.

WASHOE COUNTY  
BOARD OF COUNTY COMMISSIONERS

TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT

BY: *David Humke*  
David Humke, Chairman

BY: *David Humke*  
David Humke, Chairman

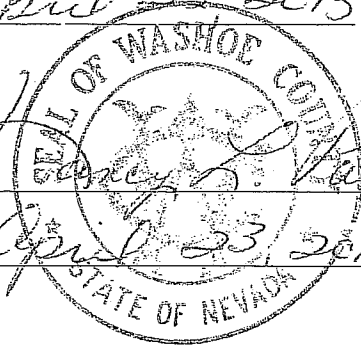
DATE: *April 23, 2013*

DATE: *April 23, 2013*

ATTEST:

BY: *Janey S. Hunt, Chief Deputy*

DATE: *April 23, 2013*



13-39E  
1-2-11