

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

TUESDAY

11:00 a.m.

MARCH 25, 2014

PRESENT:

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

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel
Charles Moore, Fire Chief

The Board convened at 11:45 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:

14-33F 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.”

Thomas Daley stated with the assistance of Fire Chief Charles Moore and his staff, the Estates at Mt. Rose applied for a Nevada Division of Forestry (NDF) Fuel Reduction grant, which was approved. He said the District administered the grant and completed the field work on the 38 acres last November. He stated another 60 acres had been identified as needing work, but they were waiting on NDF’s decision regarding that grant. He said if the grant was approved, they would be looking for assistance from the District later this year. He stated fuel reduction was a serious business in the Mt. Rose Corridor, and proactive and visionary leadership was what Chief Moore brought to the community. He said they trusted the Board would evaluate Chief Moore accordingly.

Robert Parker said even though the Fire Chief inherited equipment that was not maintained or was missing, facilities that were damaged, unsettled staff expectations, and a contentious political agenda, the District evolved into one that was well run and provided good service. He said the unincorporated areas now had full-time paramedics at each station, which matched resources to the demand. He stated the Hidden Valley station was open, the Verdi station was being moved to better serve the

community, and the Palomino Valley station would be open and staffed with volunteers. He said the Fire Chief's monthly reports were fully transparent and the volunteers were now a single force and were much more active. He said the Chief was doing an excellent job and they would like to keep him.

14-34F AGENDA ITEM 3

Agenda Subject: "Approval of minutes from Board of Fire Commissioners meeting of February 25, 2014."

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 3 be approved.

14-35F AGENDA ITEM 4

Agenda Subject: "Fire Chief Report: A) Public Oath of new employees and promotions, B) Report and discussion related to fire district operations, C) Monthly Statistics, D) Volunteer Training and Process (requested by Commissioner Berkbigler), and E) Station 13 Relocation (requested by Commissioner Weber)."

Fire Chief Charles Moore introduced the District's recently promoted employees. He also introduced the District's new firefighter/paramedics and administered their oaths. He stated with the addition of the new employees, the District was finally fully staffed. He said the new employees were selected because of what they had in their hearts in that they could not bear to see suffering. He stated that was the motivation they brought to their jobs and that motivation was shared with every other employee of the District.

Chairman Humke spoke about Erin Bergevin's family, and said it was good to see a Bergevin back in service with the County. Commissioner Berkbigler stated it was a pleasure to see such a great group of people who would be putting their lives on the line daily to protect the County's citizens, and she thanked them so much. Commissioner Hartung said this was one of the moving parts that made the County whole. Commissioner Jung thanked the employees' partners and spouses due to the tremendous sacrifice they made.

Chief Moore said regarding Item C, he would let the report stand. He noted regarding the 9th Street structure fire on February 19th, when Engine 15 responded to the call, the firefighters only noted the smell of smoke, which was very common at 2:00 a.m. He said the firefighters rolled down their windows and determined it was not a smell typical of a wood-burning fireplace, but was more the odor of a house burning. He said they went down the alley and found a gentleman trying to put out a kitchen fire and they put out the fire. He stated Captain Brian Bunn, Fire Equipment Operator Joshua Kutz, and Firefighter Travis Johnson were given a commendation for that extra due

diligence and for their persistence in believing something was wrong. He said he was very proud of the effort the crew gave in this instance and on many other calls.

12:03 pm. Chairman Humke left the meeting and Vice Chairperson Weber assumed the gavel.

Chief Moore said the volunteers were a group of men and women who were very dedicated. He stated training kept the firefighters safe, made them competent, and was an important component of being able to get the job done. He said there needed to be a better way of measuring the training, because he could not manage what he could not measure. He stated the volunteer records were being moved to a central database. He said that would allow measuring the total training hours of the volunteers by department, by topic, by individual firefighter, and collectively; and would provide a clear understanding of what further training was needed. He said the current volunteer report was a good report, but it did not measure deeply enough what needed to be measured. He said if there was ever a serious injury or death, the investigators would look at how well the firefighter was trained, which made it absolutely essential that all of the training be tracked on many different levels. He stated the investigation would look at the individual's training hours, those of the incident commander, and the whole spectrum of training done as a department. He said the only way to get all of that information was to computerize it. He advised the District was very close to having all of the volunteers report their hours within that data base, and beginning July 1st they would be able to measure the training going forward.

Vice Chairperson Weber said the number of training hours the volunteers did on their own was pretty amazing. She stated there were eight volunteer departments in District 5, and it was great to have the volunteers able to respond to calls in the rural areas where there were no career stations. She felt a great deal of thanks was owed to the District's volunteers and to the County for supporting those volunteers.

Chief Moore said the staff report for the volunteers contained a matrix showing the complexity of the training process. He stated it took a huge investment on the part of the volunteers, along with the volunteer and career departments, for the volunteers to get to the point where they were effective and safe.

Chief Moore said regarding Commissioner Weber's question about relocating Station 13, it was concluded it would improve service to one half of Stead but would degrade service to the other half. He believed Station 13 was already in the best location because its firefighters could respond to Antelope Valley and Lemmon Valley, to incidents on the Interstate, would be in a good position to support Station 18 in Cold Springs, and as a secondary response for structure and brush fires for Station 15. He believed what would enhance the response to Lemmon Valley would be to get an automatic aid agreement with the City of Reno. Vice Chairperson Weber said she was glad that was looked into, but she was very concerned about Station 13 not being able to respond to calls from the apartment complexes located across from it. She stated based on conversations she had, the public did not like what they saw. She said hopefully the

District could get an automatic aid agreement with the City of Reno. Chief Moore said he was very anxious to propel automatic aid forward, so that it happened throughout the service district. He stated mutual and automatic aid responses happened every day between the District and the City of Sparks, and he did not understand why there was no momentum to discuss automatic aid with the City of Reno. He noted he was a proponent of automatic aid because it was the right thing to do for the citizens. Commissioner Berkgigler said she and the Chairman had been talking about ways to set up discussions, so any remaining issues could be resolved.

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

14-36F AGENDA ITEM 5

Agenda Subject: “Recommendation to accept a FEMA Staffing for Adequate Fire & Emergency Response (SAFER) grant award in the estimated amount of \$267,564 for the purpose of enhancing the District’s volunteer/reserve firefighter program and authorize Finance to make appropriate budget adjustments. (All Commission Districts)”

Fire Chief Charles Moore said Alex Kukulus, Battalion Chief, should be congratulated for the fine grant proposal he wrote.

Battalion Chief Kukulus explained the grant was applied for in August 2013 and just under \$200,000 of the grant would fund a volunteer coordinator position for two years to coordinate the approximately 150 District volunteers. He stated the volunteer opportunities were expanded to include a reserve program last fall. He said that program was for the more career oriented volunteers and allowed them to work shifts alongside of the District’s career firefighters. He said the remaining portion of the grant would add 20 reserve-volunteer firefighters, their personal protective equipment, and cover the fees required to bring them on board. He stated there was no obligation to maintain the funding beyond the two years of the grant and, at that point, it could be determined if the District wanted to continue those activities or not.

12:22 p.m. Chairman Humke returned and assumed the gavel.

Commissioner Jung asked if the coordinator would be a temporary employee. Battalion Chief Kukulus said it would be full-time employee who would have the upfront knowledge that the position would be funded for two years.

Commissioner Hartung felt Battalion Chief Kukulus did a great job in obtaining the grant. Battalion Chief Kukulus replied a lot of people supported those types of things.

There was no public comment on this item.

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

14-37F AGENDA ITEM 6

Agenda Subject: “Consideration of approval of an Interlocal Agreement between Truckee Meadows Fire Protection District and Washoe County on behalf of the Washoe County Sheriff’s Office for dispatch services in an amount not to exceed \$525,000.00 for fiscal year 2014/2015. (All Commission Districts)”

Fire Chief Charles Moore stated the agenda said this item was also for the Sierra Fire Protection District, but it was only for the Board of County Commissioners and the Board of Fire Commissioners for the Truckee Meadows Fire Protection District. He noted it was a contract for the District’s dispatch services.

There was no public comment on this item.

Convened as the Board of County Commissioners and the Board of Fire Commissioners for the Truckee Meadows Fire Protection District, on motion by Commissioner Jung, seconded by Commissioner Weber, 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.

14-38F AGENDA ITEM 7

Agenda Subject: “Approve an interlocal contract for cooperating purchasing with Houston-Galveston Area Council (H-GAC) and approve the purchase of three (3) new type III brush engines from Pierce Manufacturing using the H-GAC program in the amount of \$1,011,332.00.”

Fire Chief Charles Moore said this was a relatively new program, but it was being used by the City of Sparks and the North Lake Tahoe Fire Protection District, and was thoroughly vetted by Purchasing. He stated the program would save staff a lot of time due to them not having to go through a lengthy bidding process.

Vicky Van Buren, Truckee Meadows Fire Protection District Senior Accountant, said the Houston-Galveston Area Council (H-GAC) was a regional council of governments operating under the laws of Texas and was governed by a board comprised of 35 elected officials. She said it was a cooperative purchasing program, which offered products that had been subject to a competitive bid or a competitive proposal format. She stated the program was over 30 years old and specialized in high ticket capital intensive products and services that required detailed technical specifications and extensive professional skills to get through the bidding process. She said the program specialized in safety equipment, school equipment, and public works equipment. She stated all local governments could become participating members, which

happened by the execution of an Interlocal Contract that contained an automatic renewal provision.

Ms. Van Buren said there was no annual fee to the County, but there was a \$2,000 fee per purchase order. She stated even though the purchase was for three brush engines, the fee would be \$2,000 because all three engines would be on one purchase order. She said the benefit of using this program was the participating members' access to the volume purchasing discounts. She stated the H-GAC web site had all of the offered products' specifications. She said the vehicles were listed by their base price and then items could be added based on any additional requirements. She said the District could also take advantage of the prepayment discount, which in this case would be a little over \$10,000 per engine. She said representatives of the Cities of Reno and Sparks had used the program, were very happy with it, and intended to use it again.

Commissioner Hartung asked what would be the delivery date of the brush engines. Ms. Van Buren replied it would be sometime this December.

There was no public comment on this item.

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

14-40F 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 said the District's staff did a great job with the ash can program. He stated the next program would be Making a Difference, and he would be buying the pins for that program. He said he found the pins, which left printing the cards and figuring out how to present the pins.

14-41F 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.

14-39F AGENDA ITEM 8

Agenda Subject: “Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters and negotiations.”

12:32 p.m. On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing with management representatives labor matters and negotiations.

2:40 p.m. The Board reconvened with all members present.

14-42F AGENDA ITEM 9

Agenda Subject: “Discussion and possible approval of the annual performance evaluation for Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals, objectives and possible action to current compensation and/or approve changes to existing employment agreement and/or authorize negotiations for a new employment agreement.”

Fire Chief Charles Moore, requested this agenda item be continued until the next meeting.

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

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2:43 p.m. There being no further business to come before the Board, on motion by Commissioner Weber, seconded by Commissioner Jung, the meeting was adjourned.

DAVID HUMKE, Chairman
Truckee Meadows Fire
Protection District and Sierra
Fire Protection District

ATTEST:

NANCY PARENT, Washoe County Clerk
and Ex-Officio Clerk, Truckee Meadows
Fire Protection District and Sierra 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 DISPATCH SERVICES**

This Agreement is executed and entered into this 25th day of March, 2014, 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 dispatch and communications services to perform its public safety duties;

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

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

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

1. **EFFECTIVE DATE.** This Agreement shall be effective July 1, 2014.
2. **TERM OF AGREEMENT.** This Agreement shall continue from the effective date of this Agreement until June 30, 2015, 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.
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.

14-37E

- 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. **DISPATCH USERS GROUP.** The parties agree to establish a Dispatch Users Group, which must meet on a regular basis. The membership shall include the Fire Chief and Chief Operations Officer of the TMFPD and the Sheriff's Captain and the Sheriff's Communications Supervisor, or their designees. The functions of the committee are as follows:
- a. To advise on the annual operating and capital budget for the provision of dispatch services.
 - b. To assist in the development and monitoring of policies, procedures, and operational priorities for the provision of dispatch services for each party.
 - c. To evaluate the performance of dispatch services to include level of staffing, timeliness, and quality of services provided to the parties.
7. **EMPLOYEES.** All employees assigned to the communications center shall be employees of the County. These employees shall be subject to all County personnel rules and regulations including, but not limited to, hiring, employee status, performance evaluations, disciplinary actions, and employee rights,

including rights to representation, and methods of establishing and modifying salary and benefit practices.

8. **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.

- a. Receive, process and dispatch "9-1-1 emergency" calls for service to TMFPD Jurisdiction.
- b. Notify Volunteer Fire departments utilizing the TMFPD VHF Paging system and Alpha pagers.
- c. Receive, process and dispatch non-emergency calls for and to the TMFPD Jurisdiction.
- d. Dispatch operations will be conducted with the use of a Computer Aided Dispatching system (CAD), which will maintain daily activity logs
- e. Maintain and record unit status and availability in a format required by WCSO and TMFPD policy and procedure committee.
- f. Receive, process, relay and/or respond to radio transmissions from and to all TMFPD personnel on the 800 MHz and or VHF shared radio network or other means when necessary.
- g. With information provided by TMFPD, maintain an equipment resource file, personnel call-up list, programming for the CAD files, and agency personnel work schedule.
- h. When requested by TMFPD, notify the appropriate law enforcement agency, fire department, Federal Agency or emergency medical services, to provide assistance, if available. All notifications will be made in accordance with WCSO and TMFPD policies.
- i. WCSO will provide information and services related to NCIC/NCJIS inquiries when requested by TMFPD personnel in accordance with and to the extent allowed by NCIC/NCJIS policies.
- j. Maintain recordings of all telephone and radio communications; provide retrieval at the recipient's request in accordance with Nevada Public Records laws.
- k. Retain dispatch tapes and related evidentiary material in accordance of public retention policy per Chapter 239 of the Nevada Revised Statutes.
- l. Provide routine "testing" of communications equipment to include volunteer notification systems in accordance with WCSO Policies and Procedures.
- m. Maintain all communication equipment located within the Communications Center to permit transmission of fire related complaints, emergency or nonemergency communications to and from TMFPD in compliance with applicable FCC, federal, state and local laws.
- n. WCSO shall use its best efforts to dispatch all TMFPD calls for service in accordance with NFPA 1221 2010 Edition, Chapter 7 Operations, Section 7.4 Operating Procedures, 7.4.2 and IAED standards of dispatch.

- o. WCSO shall provide a monthly report of compliancy to NFPA standards as identified in (n) above.
- p. WCSO subscribes to the National Emergency Number Association (NENA) call taking operational standard: Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP shall be answered within ten (10) seconds. The remaining ten percent (10%) of calls should be answered within twenty (20) seconds.

9. **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. At its own expense, install and maintain all "exterior" communications equipment, including but not limited to vehicle and portable radio equipment necessary to communicate with WCSO through acceptable frequencies and repeater sites and ensure compliance with applicable FCC, federal, state and local laws.
- b. Maintain any and all existing radio equipment outside of the above mentioned equipment, scanners and repeater sites that TMFPD determines is essential to their operation.
- c. Notify WCSO of the geographic boundaries of TMFPD's jurisdiction, to include that of the Sierra Fire Protection District, and advise immediately, in writing, of any changes thereto.
- d. Ensure that all users of TMFPD services are notified of the proper procedure for making emergency and non-emergency requests for services through WCSO for proper and prompt handling.

10. **COST OF SERVICES.** Each Participating Agency shall make contributions for the support of the total annual operating and capital costs of dispatch services provided on behalf of each party.

- a. TMFPD agrees to pay WCSO a flat fee of \$525,000.00 annually to provide the services set forth herein.
- b. TMFPD shall tender payment to WCSO within 30 days of receipt of quarterly invoices.

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

12. **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.

13. **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.
14. **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.
15. **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 any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other parties.
16. **USE OF EQUIPMENT.** All equipment and maintenance of equipment located within the facility, either radio or telephonic, shall remain the property of the appropriate agency.
17. **INSPECTION AND AUDIT.** Either Participating Agency shall have the right to conduct a performance audit of the consolidated dispatch center at its expense. The other participating Agency shall cooperate in the conduct of such a performance audit.

18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
24. **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.
25. **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.

26. **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.
27. **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.
28. **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.
29. **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.
30. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

The parties have caused the Interlocal Agreement between Washoe County on behalf of the Washoe County Sheriff's Office and the Truckee Meadows Fire Protection District for Dispatch Services to be duly executed this ____ day of _____, 2014.

**WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS**

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

BY: _____

David Humke, Chairman

BY: _____

David Humke, Chairman

DATE: _____

March 25, 2014

DATE: _____

March 25, 2014



BY: _____

DATE: _____

Nancy L. Parent, Washoe County Clerk
March 25, 2014



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.:

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *Truckee Meadows Fire Protection District, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *1001 E. 9th St. Reno, NV 89512

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *03/25/2014 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began *07/01/2013 and ends *06/30/2014. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

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ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*** Truckee Meadows Fire Protection District**

Name of End User (*local government, agency, or non-profit corporation*)

*** P.O. Box 11130**

Mailing Address

*** Reno, NV 89520**

City

State

ZIP Code

***By:** 

Signature of chief elected or appointed official

*** David Humke, Chairman**

Typed Name & Title of Signatory


Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____

Executive Director

Attest: _____

Manager

Date: _____

**Denotes required fields*

rev. 03/11

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program,**
P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency: Truckee Meadows Fire Protection District County Name: Washoe
(Municipality/County/District/etc.)
Mailing Address: P.O. Box 11130, Reno, NV 89512
(Street Address/P.O. Box) (City) (State) (ZIP Code)
Main Telephone Number: (775) 326-6000 FAX Number: (775) 326-6003
Physical Address: 1001 E. 9th Street, Reno, NV 89512
(Street Address, if different from mailing address) (City) (State) (ZIP Code)
Web Site Address: http://www.washoecounty.us/tmfpd

Official Contact: Tim Leighton Title: Division Chief
(Point of Contact for HGACBuy Interlocal Contract)
Mailing Address: P.O. Box 11130 Ph No.: (775) 328-6125 -
(Street Address/P.O. Box) Fx No.: (775) 326-6003 -
Reno, NV 89520 E-Mail Address: tleighton@tmfpd.us
(City) (State) (ZIP Code)

Authorized Official: David Humke Title: Chairman, TMFPD Board of Fire Commissioners
(Mayor/City Manager/Executive Director etc.)
Mailing Address: P.O. Box 11130 Ph No.: (775) 328-2005 -
(Street Address/O.O. Box) Fx No.: (775) 328-2037 -
Reno, NV 89520 E-Mail Address: dhumke@washoecounty.us
(City) (State) (ZIP Code)

Official Contact: Michael L. Sullens Title: Purchasing and Contracts Manager
(Purchasing Agent/Auditor etc.)
Mailing Address: P.O. Box 11130 Ph No.: (775) 328-2280 -
(Street Address/O.O. Box) Fx No.: (775) 328-3696 -
Reno, NV 89520 E-Mail Address: msullens@washoecounty.us
(City) (State) (ZIP Code)

Official Contact: Charles Moore Title: Fire Chief
(Public Works Director/Police Chief etc.)
Mailing Address: P.O. Box 11130 Ph No.: (775) 328-6123 -
(Street Address/O.O. Box) Fx No.: (775) 326-6003 -
Reno, NV 89520 E-Mail Address: cmoore@tmfpd.us
(City) (State) (ZIP Code)

Official Contact: Charles Moore Title: Fire Chief
(EMS Director/Fire Chief etc.)
Mailing Address: P.O. Box 11130 Ph No.: (775) 328-6123 -
(Street Address/O.O. Box) Fx No.: (775) 326-6003 -
Reno, NV 89520 E-Mail Address: cmoore@tmfpd.us
(City) (State) (ZIP Code)

* denotes required fields