

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

TUESDAY

11:00 a.m.

JANUARY 27, 2015

PRESENT:

**Marsha Berkbigler, Chair**  
**Kitty Jung, Vice Chair**  
**Vaughn Hartung, Commissioner**  
**Bob Lucey, Commissioner**  
**Jeanne Herman, Commissioner**

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

The Board convened at 11:04 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:

**15-0003F      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.”

Garth Elliott expressed concerns about people shooting guns on Mount Rose and Peavine Mountain.

Cathy Brandhorst spoke about matters of concern to herself.

**15-0004F      AGENDA ITEM 3**

**Agenda Subject:** “Consent Items: A) Approval of minutes from Board of Fire Commissioners meeting October 28, 2014 and December 9, 2014. B) Authorize the renewal of the Interlocal Contract between Truckee Meadows Fire Protection District (TMFPD) and the Nevada Public Employees’ Deferred Compensation Program (NDC) retroactive to January 1, 2015.”

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 3 be approved and authorized. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

**15-0005F      AGENDA ITEM 4**

**Agenda Subject: “Fire Chief Report: A) Report and discussion related to fire district operations. B) Monthly Statistics for months of November and December. C) Volunteer Report for months of November and December. D) Report on I80 Corridor response issues. E) Report on Status of Volunteer Program.”**

Fire Chief Charles Moore introduced Fire Captain Vince Thomas who owned “Goat Grazers”. He said there had been tremendous media coverage of the program Captain Thomas launched.

Captain Thomas stated he had a small band of goats which he used for fire prevention activities and weed abatement. He said he found some discarded Christmas trees in a ravine and noticed his goats liked to eat them, which gave him an idea. Consequently, the Truckee Meadows Fire Protection District (TMFPD) designated six fire stations as Christmas tree drop-off locations and during the two-week program they collected 638 trees for the goats to eat. He explained the goats ate everything except the largest branches and the trunks and those would be cut up and bundled for the Parks Department to sell as firewood. He said there were also some people who were interested in using the goat droppings as fertilizer. He thought the program was fabulous and made a huge difference in the reduction of fire hazards.

Commissioner Hartung asked if it mattered whether the trees were green or dry and how long it took the goats to eat them. Captain Thomas replied the goats liked them either way and explained a herd of 100 goats could eat through an acre of light to moderate brush and weeds per day. He thought the Christmas trees that were collected would be completely consumed by the first week in June. Chief Moore stated the program inadvertently competed with the fundraising efforts of “Keep Truckee Meadows Beautiful” (KTMB), which was not their intention. He suggested next year’s program accept donations on behalf of KTMB.

Chief Moore talked about negotiations regarding the relocation of Fire Station No. 14 and provided a map, which was placed on file with the Clerk. He said there were a couple of options to consider. He said the District could purchase five acres for \$2 million, but five acres was a little more land than the District needed, so he planned to meet with Sheriff Allen to see if there was any interest in forming a partnership. He said if the Sheriff was not interested, the alternative would be to purchase 3.3 acres for \$1.6 million. He said the cost for either scenario would be offset by selling the existing station. He stated he was anxious to get started with the architectural plans and hoped to begin construction in Fiscal Year 2016-17.

Chief Moore talked about the statistics for November and December. He reported the TMFPD was challenged with multiple structure fires on New Year's Eve and how the South Valley's Volunteer Fire Department assisted the TMFPD in a big way. He stated electrical fires were symptomatic of cold weather and he thought the District had more work to do to ensure every home had a working smoke detector. He stated the TMFPD had a pallet of smoke detectors in its armory and he planned to ask volunteers to go door to door to give them away. He said people were twice as likely to survive a home fire when they had working smoke detectors.

Commissioner Hartung thought the number of structure fires and wildland fires for the months of November and December supported a flexible staffing model. He noticed there were 122 emergency medical calls in the month of November and wondered if those kinds of calls would be more suited to a response by a two-person rescue vehicle rather than by a fire engine. Chief Moore said yes, he was contemplating the addition of a two-person rescue vehicle to the Sun Valley Fire Station because it would add to the depth of resource for that area and allow the TMFPD the ability to respond even when there were simultaneous calls. Commissioner Hartung remarked it would also save wear and tear on the fire engine.

Commissioner Jung asked if it was true that Sun Valley and Spanish Springs were designated by the Regional Emergency Medical Service Authority (REMSA) as "best effort" areas. Chief Moore was unsure, but thought that might be the case in some of the areas. Commissioner Jung stated that was why she supported giving the TMFPD a rescue vehicle. She thought firefighters and taxpayers were subsidizing the medical emergency response in those areas due to the lack of a performance standard in REMSA's franchise agreement. Chief Moore said he wanted to be clear that the addition of a rescue vehicle in Sun Valley would be heavily dependent upon revenues received in the upcoming year.

Chief Moore spoke about the volunteer report and provided a copy of a PowerPoint presentation regarding Interstate 80 (I-80) response issues, which was placed on file with the Clerk. He said the report was requested by Commissioner Hartung and would be a recurring theme in future Fire Chief Reports. He explained the report focused on how new growth would affect service demands. He said, even though he could not predict how robust new growth would be, he thought the number of potential accidents could be estimated by utilizing data from the Nevada Department of Transportation (NDOT). He said I-80 was currently being served by the Hidden Valley and Sun Valley stations; however, when accidents occurred in the East Truckee Canyon that was a long distance to travel. He said the TMFPD was engaged in automatic aid with Storey County and he would be discussing the issue with North Lyon County and the Pyramid Lake Tribal Fire Department.

Amy Ray, Fire Marshal, conducted the PowerPoint presentation regarding the I-80 Corridor Response Issues. She talked about development that was taking place on 226 acres of land that was approved for a Reno Technology Park and a Sparks Energy Park. She identified the types of structures and facilities which would be located on the

property and talked about infrastructure capabilities, considerations for response and response partnerships. She said the TMFPD was looking at the potential impacts of increased traffic and personnel and though there were agreements in place with Storey County and North Lyon County, the calls were expected to increase due to the growth along the I-80 Corridor. She said the new USA Parkway would also impact traffic because there would likely be an increase in the number of commuters coming from Silver Springs and Dayton.

Commissioner Hartung asked about the status of the Agreement with Storey County with respect to a fire station that was supposed to be located in the Tahoe-Reno Industrial Center (TRIC). Chief Moore replied Storey County had a fire station available for their personnel; however, it was not currently staffed. He said Storey County responded from a different station when they were called for aid. He said the Board would need to determine whether to put a fire crew at the Storey County station or to put a station on the Reno Technology Park side of the property. Commissioner Hartung asked if the Agreement allowed the TMFPD to put the station somewhere along the I-80 Corridor, but outside the industrial park. Fire Marshal Ray said the Development Agreement indicated the fire station would be located within the park. She said, according to the Agreement, talks about the fire station were supposed to begin one year after the first data center was put online and they were coming up against that deadline. Commissioner Hartung asked who would be equipping the station. Chief Moore responded the developers would be building the station, but not equipping it.

Chief Moore said the Development Agreement stated the fire station would be built on two acres of land located on a site west of the Patrick Interchange, would have two bays, and would accommodate a four-man crew. He stated the Agreement indicated the Developer would consult with the County regarding specifications, location and the timing of construction; and that within one year of receiving the County's specifications, would prepare and present plans for County approval.

Commissioner Hartung said the Agreement only specified the location would be west of the Patrick Interchange. Chief Moore responded the location of the fire station would need to be considered with respect to where the call demand would be. He did not think there would be much demand at the industrial park, but anticipated there would be an increase in demand along the I-80 Corridor. Commissioner Hartung said his fear was that the additional fire station would be redundant. Chief Moore stated the TMFPD was not required to put in an additional station and could instead choose to install a crew in the existing Storey County station. Commissioner Hartung stated the Developer owed the County a fire station. Chief Moore agreed, but said there was room to negotiate what the Developer's capital contribution would be. He said if it was not a fire station, then perhaps it could be something else, but they would need to have that conversation with the Developer.

Chair Berkbigler said she agreed with Commissioner Hartung. She said it seemed inappropriate for the Developer to build a station when there was an existing

station that could be staffed, especially since Storey County was not staffing it. She said she hoped to see the start of that discussion sooner rather than later. Chief Moore said he heard the Storey County Fire Chief say that the TMFPD could occupy the station at any time. He said the issue was whether or not they had the financial capacity to hire the firefighters to staff it and he did not think they were quite ready to do that.

Chief Moore conducted a PowerPoint presentation regarding the volunteer program and provided several handouts, which were placed on file with the Clerk. He said he reviewed the volunteer program to determine where there were challenges and where there were opportunities for the future. He stated the volunteer service had a long and proud tradition in the County and his goal was to improve upon it. He said he identified four areas to work on which included documentation and record keeping, training, the volunteer mission, and organizational structure.

Chief Moore said the issue of documenting volunteer training hours had been a struggle from the beginning. He explained some of the volunteers had poor internet connections, which made it difficult for them to log their calls in the fire reporting system. He said, until recently, volunteers were keeping their own records, but it was his intention that the TMFPD be the guardian of those records going forward. He reminded the Board the TMFPD was a young District of two and a half years and the primary focus in the first year had been to get people hired and the career staff working on the same page. He said by the second year the volunteers started responding to his records requests, but he realized he still needed to get a handle on the training issues to comply with Occupational Safety and Health Administration (OSHA) and Workers Compensation requirements. He said he also knew there was a need to develop the volunteer mission and make organizational improvements.

Chief Moore explained the volunteer departments were currently autonomous, had their own non-profit organizations and did not serve under his command. He said he had a relationship with each Volunteer Chief and the Volunteer Chiefs each had their own relationships with volunteer staff. He said the volunteers should be commended for the extraordinary job they did; however, things had changed and the potential hazards were much more dangerous than they were 50 years ago. He talked about the chemicals found in carpet and laminates and said things burned hotter and faster than they used to. He said the fire service needed to change along with its demand because technology was different and training standards had increased.

Chief Moore explained what an “all-risk” agency meant. He said it was an agency that responded to structure fires, wild fires, emergency medical calls and hazardous material calls. He explained most of the volunteer stations were currently set up as all-risk agencies. He said training volunteers to meet all of those types of demands was onerous from a risk management standpoint, as well as for the individual volunteers, due to the extraordinary investment required to train up to that level and maintain those skills over time. He said he would argue that perhaps not all of the agencies needed to be all-risk. He stated career firefighters were trained to fight fires and the paramedics were able to handle the emergency medical services (EMS), so he thought there needed to be a

change in the way volunteers were utilized, especially since career firefighters were usually on scene well before the volunteers. He said he saw the volunteers shifting more towards a support role.

Chief Moore talked about the financial and occupational risks associated with firefighting. He said both OSHA and Workers Compensation viewed volunteer firefighters the same as career firefighters and if there was a catastrophic injury the first thing they would want to see would be the training records. He explained, until recently, he had not had any of that information because the volunteers maintained their own records. He said in order to comply with OSHA requirements he had to gain control over the quantity and quality of training so he could keep firefighters safe, ensure they were capable and serve the public effectively. He talked about Worker's Compensation and Nevada Revised Statute (NRS) 617 and stated the law was very clear with respect to required physicals for firefighters. He pointed to a chart in the presentation, which showed the complex process of bringing a new volunteer on board and into a fire suppression role. He said the process was not something that could be done in a matter of months and it included costly fingerprinting, physicals and background checks before the extensive training could begin. He explained once a firefighter was certified as a Nevada Firefighter, there were additional and ongoing training requirements that had to be completed annually. He said in the past year they had been working on the difficult task of assessing where all the volunteers were with respect to their physicals and training to make sure they were in compliance.

Chief Moore said if a volunteer firefighter responded to an emergency in the absence of having had a physical and then suffered a cardiac event or lung exposure, Workers Compensation would deny any claims leaving the TMFPD responsible. He said a cardiac event claim could be as much as a million dollars, which was why 100 percent fidelity to the Statute was paramount. He said his staff had worked hard in the past year to get volunteers in for their physicals, but it had been frustrating in some cases. He talked about a case in which a volunteer went through the background check and physical and then suddenly decided he did not want to volunteer anymore, which was unfortunate and a waste of money. He said that was why they had to make sure prospective volunteers were sincerely interested and understood the time commitment. He explained the physical requirement existed so it could be determined if there were any underlying medical conditions that might lead to a cardiac event and it was also very important to maintain the fiduciary responsibility of the District.

Chief Moore displayed a copy of NRS 474.470 regarding the duties of the Board of Fire Commissioners. He stated the Board had the power to organize, regulate, establish and disband fire companies and volunteer fire departments. He said he mentioned this because of the success story the TMFPD had with the merger of the South Valley station and the Pleasant Valley volunteers. He said he would make a case for using that same model of reorganization throughout the District's service area. He displayed a list of the volunteer departments within the TMFPD boundary as well as two others in the unincorporated County. He stated the volunteer stations in Gerlach and Red Rock needed to be all-risk agencies because of their locations, but it was his opinion that

it would not be sustainable to designate all of the volunteer stations as all-risk due to the level of training involved. He stated he was looking at opportunities for the volunteers to limit their participation to support roles.

Chief Moore said there were many things that were needed on the ground during a structure fire such as water, tools, and equipment. He said he thought there was an opportunity for volunteers to provide those things and limit their participation, thereby reducing the number of hours they needed to train. He knew the volunteers were good people and wanted to serve, but entering a burning building was very dangerous and he would not want any of them to do so without demonstrating the ability to put on a mask and protect themselves from hot gases and smoke on a regular basis. He said career firefighters had the most experience and trained the hardest and he really needed the volunteers to do other things. He talked about red flag warnings, wind events and dry lightning and said the volunteer departments effectively doubled the size of the response to those events. He explained brush fire training took less time and was easier to achieve than structural fire training.

Chief Moore talked about the types of calls the TMFPD responded to in 2014, which were listed in the presentation. He pointed out the leading type of call was for EMS and fire calls comprised only 2.96 percent of all calls. He said within the fire category only one half of one percent were structure fires, which further supported his assertion that volunteers would have few opportunities to utilize structure fire training.

Chief Moore spoke about the cost of the volunteer program. He said, even though the volunteers gave freely of their time, there were other costs associated with the program which amounted to approximately \$827,600, not including capital investments.

Chief Moore talked about the 2014 Blue Ribbon Committee (BRC) Report on Regional Fire Service and the Regional Standards of Cover Report of 2011 and said both reports recommended the assimilation of the volunteer fire departments into the TMFPD. He said the County's 2010 Internal Audit of Sierra Fire (SFPD) also pointed out issues with volunteer compliance in regards to medical exams and training.

Chief Moore displayed a spreadsheet, which was placed on file with the Clerk, and explained it showed which departments were and were not in compliance. He said it took a whole year to gather the information, but since then the process had been automated with a program called "Target Solutions." He explained the new program automatically emailed department members when physicals and trainings were due; however, he was frustrated that 26 of the 100 volunteers had not yet signed up to receive the notifications. He said his staff was spending too much time chasing administrative compliance, which had to stop.

Chief Moore said the way to solve the issue was to bring the volunteer departments under the control of the TMFPD and move away from having independent organizations. He understood this was a fundamental change and said he did not make the recommendation lightly. He knew many of the volunteers invested a great deal of their

personal time to make the volunteer departments successful, but he thought the change was necessary to carry the fire services forward. He said he knew the Board's goal was to regionalize fire services and he thought the timing would be right to eliminate all of the autonomous departments after the merger of the SFPD and the TMFPD. He knew change could be controversial and difficult, but he felt this was the path forward.

Commissioner Jung commended Chief Moore. She said the Board had been well aware of the potential liabilities and she supported him 100 percent. She said she would do whatever she could to help ensure that firefighters were safe and tax dollars were protected.

Commissioner Hartung said he was concerned some volunteer stations that had not reported their activities and that there were others with large discrepancies from one month to the next. He wanted to know if minimum training hours would be established in the new manual the Chief was working on. Chief Moore said once a firefighter was certified they did not necessarily measure total training hours and instead measured job related activities, which was based more on skill level rather than training hours. Commissioner Hartung stated he understood that, but he wanted to see reports related to that training. Chief Moore said he informed the volunteer stations the District would be tracking all of the training and reporting it to the Board.

Commissioner Hartung asked if there had been a response to the people who applied to volunteer in Wadsworth. Chief Moore said he was fairly confident those applicants would not be able to pass their physicals. Commissioner Hartung thought the TMFPD should respond to them and let them know work was being done to solve the issues in their area and also inform them there might be opportunities to volunteer with the tribal entity. Chief Moore thought the path forward for the applicants might be with the Pyramid Lake Paiute Tribe because the Tribe was not required to adhere to the stringent guidelines of the NRS. He said there were already seven Pyramid Lake volunteers living in Wadsworth and if the applicants joined forces with that group, a pretty significant force would be created as a result. He said he would be coming back to the Board with a request to approve an agreement that would allow the Paiute Tribe to operate out of the Wadsworth station and provide assistance to the TMFPD. Commissioner Hartung expressed concerns about a recent leadership change in the Tribe and wondered how that might affect past agreements. Chief Moore thought they needed to move forward with the process and said the contract he sent to the Tribe's Emergency Manager was regarded favorably. He explained the plan was to lease the Wadsworth station to the Tribe for a dollar a year and donate two surplus vehicles to them. He said, the Tribe's volunteers would then respond, not only to fires in tribal areas, but also to fires within TMFPD boundaries. He said the Wadsworth volunteers would be assisted by the stations in North Lyon County and Storey County as well as by the TMFPD. Commissioner Hartung asked if the intent was to make the Wadsworth station an all-risk station or if they were still trying to figure out who was supposed to be covering the area for medical calls. Chief Moore said the Paiute Tribe operated an ambulance and responded to calls in Tribal areas as well as TMFPD areas; however, they would not be able to provide emergency transportation within the TMFPD boundary.



Commissioner Herman thanked the Chief for doing an incredible job in a short period of time and mentioned the firefighter who delivered a baby. Chief Moore acknowledged firefighter Mark Drury who delivered a baby girl in the back of an ambulance on the way to the hospital. He said Mr. Drury was an outstanding medic and he was lucky to have him as an employee.

Commissioner Lucey asked what the response had been in regards to the assimilation of the volunteer program into the TMFPD. Chief Moore said he expected mixed reactions. He talked about consolidating the fire stations in the South Valley area first and then the stations in the north. He proposed alternating training between the two areas, with the Verdi participating in either or both training schedules. Commissioner Lucey thought it was fantastic and he was amazed the District operated such a long time with the departments so disjointed. He commended the Chief for the progress he made and hoped for resolution in the near future. Chief Moore said he knew the volunteers might be a little intimidated by training with the career firefighters, but the agency needed to soften the relationship between the two so they could work together as one. He said he knew the career firefighters would embrace the volunteers as long as they knew they could depend on the volunteer's skill sets because their lives depended on it. He said he expected some push-back and excitement at the beginning of the process and thought it would take about a year to complete. Commissioner Lucey said uniform training made sense and he thought the consistency would make it easier for volunteers to transition to career positions. Chief Moore said volunteers could also participate in the Reserve Program, which would allow them to ride along with crews and get in on the action.

Chair Berkgigler mentioned the equipment utilized by the volunteer departments was provided by the County and therefore the County was responsible for it. Chief Moore said that was true in most cases. He said some of the volunteers owned some of their own equipment, but the vast majority of it was owned by the TMFPD. Chair Berkgigler asked what percentage of the volunteer firefighters were certified and met OSHA standards and NRS requirements. Chief Moore guessed that number was at about 90 percent. He said the next step was to administer skills assessments because the District had not had the opportunity to interact with the volunteers on live training drills and he thought that interaction would build camaraderie between the volunteers and paid staff. Chair Berkgigler complimented the Chief on his efforts and asked him to move forward with the plan. She said the transition might not be popular with all the volunteers, but she thought it was important that they were trained well.

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

**15-0006F      AGENDA ITEM 5**

**Agenda Subject: "Presentation of a draft Agreement for Provision of Volunteer Fire Services and Volunteer Standards Handbook and authorize the Fire Chief to distribute the draft Agreement and Handbook to the Volunteer Fire Departments for review and comment."**

Fire Chief Charles Moore stated it would take about a year to integrate the volunteer fire departments into the TMFPD. He said he wanted to develop a transition plan so the volunteers and staff could weigh in on the process and the Board could see what needed to be done. He said a contract was drafted upon the advice of the County Auditor and was out for legal review. He stated he did not provide the Board with a full handbook because he wanted a legal review of that as well. He said the handbook was designed to set standards for the volunteers so everyone was on the same page and understood what the expectations were.

On the call for public comment, Shawn Brewer, President of the Washoe County Volunteer Firefighters Association, submitted a letter. The letter was placed on file with the Clerk.

Kim Toulouse stated his support of the assimilation of the volunteer fire departments into the TMFPD. He said volunteer departments provided many years of dedicated service to their communities, but times had changed and the fire departments were facing new challenges. He said it was necessary for all the stations to follow a clear chain of command as recommended by the Blue Ribbon Committee (BRC), the Regional Standards of Cover Report and the County's Internal Auditor.

**12:44 p.m.** Commissioner Lucey left the meeting.

Cathy Brandhorst spoke about matters of concern to herself.

**12:46 p.m.** Commissioner Hartung left the meeting.

On motion by Commissioner Jung, seconded by Commissioner Herman, which motion duly carried with Commissioner Hartung and Commissioner Lucey absent, it was ordered that Agenda Item 5 be accepted and authorized.

**15-0007F      AGENDA ITEM 6**

**Agenda Subject: "Discussion and action on potential legislation in concept to clarify and amend NRS 474 County Fire Protection District law to allow for a permanent consolidation of the Truckee Meadows Fire Protection District and Sierra Fire Protection District."**

Fire Chief Charles Moore explained two Bill Draft Requests (BDRs) related to the County's Fire Protection District were being proposed at the State Legislature. He said the purpose of the legislation was to allow the Board the ability to dissolve the Sierra Fire Protection District (SFPD) and thereby allow the Truckee Meadows Fire Protection District (TMFPD) to annex SFPD territory and operate as one District. He stated the other goal of the proposed legislation was to ensure that no one within the TMFPD would incur a tax increase as a result of the annexation. He said if the Board approved the recommendation it would allow staff to engage a lobbyist to work towards accomplishing those goals.

**12:53 p.m.** Commissioner Hartung returned to the meeting.

Chair Berkbigler said it was her understanding the two pieces of legislation were intended to allow the County to merge the two Districts together, which would result in financial savings.

On the call for public comment, Thomas Daly stated the matter had been before the State Legislature before and Assemblyman Kirner assured a group of citizens that the issue would get a fair and quick hearing. He said the savings would be significant and the money could be put to better use. He urged the Board to approve the action.

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

**15-0008F      AGENDA ITEM 7**

**Agenda Subject:** “Approve the purchase of eighty-one (81) P25 compliant 800 MHz hand held radios at a cost of \$283,755.42, fourteen (14) M7300 Mobile Radios at a cost of \$73,494.99, and to purchase enhancements to bring existing radios up to the most current technology at a cost of 18,622.70 (a total cost of \$375,873.11) from Daily-Wells Communications Inc., 3440 E. Houston Street, San Antonio, Texas 78219. “

Fire Chief Charles Moore stated it was necessary to replace some equipment because radio standards were changing. He said some of the radios would be placed in the volunteer stations in order to facilitate better communication.

Commissioner Hartung said he agreed with the upgrade to the 800 MHz system. He asked why the radios were being purchased from a vendor located in Texas rather than from a local company.

Chris Ketring, Battalion Chief, replied that Daily Wells Communications, Inc. was the only place to get the equipment.

There was no public comment on this item.

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

**15-0009F      AGENDA ITEM 8**

**Agenda Subject:** “Possible Closed Session for the purpose of discussing labor issues with Truckee Meadows Fire Protection District per NRS 288.220.”

There was no need for a closed session.

**15-0010F      AGENDA ITEM 9**

**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).”**

Fire Chief Charles Moore announced there would be a need for two meetings in the month of February. He said the County’s Internal Auditor would bring forward a report regarding Emergency Medical Services (EMS) and Regional Emergency Medical Services Authority (REMSA) as requested by Commissioner Hartung.

Commissioner Hartung suggested bringing the firefighter who delivered the baby to a future meeting so the Board could meet him. Chair Berkbigler said that was a good idea.

Commissioner Jung asked the Chief if exploding targets were legal in the County. Amy Ray, Fire Marshal, replied they were legal in Washoe County. She said; however, they were not legal to buy, possess or sell in the cities of Reno and Sparks. Commissioner Jung asked for a future agenda item to consider that issue. She said she heard there was a potential for Smart Meters to cause fires and wondered how the Truckee Meadows Fire Protection District (TMFPD) was responding to that. Fire Marshal Ray said the TMFPD recently responded to a residential fire that had a smart meter and they were working with the Attorney General’s Office, the Public Utilities Commission (PUC) and the Alcohol, Tobacco and Firearms (ATF) Research Laboratory in Maryland to determine the cause. Commissioner Jung suggested posting an informational news release on the County’s web site to let people know the County was being proactive. Fire Marshal Ray stated the TMFPD was moving forward with testing to determine what happened.

There was no action or public comment on this item.

**15-0011F      AGENDA ITEM 10**

**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.**

On the call for public comment, Sarah Chvilicek stated she served as Chair of the Blue Ribbon Committee (BRC). She stated that by initiating the process to merge the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) the Board was moving fire services towards regionalization, which had been a key recommendation of the BRC. She said regionalization would

increase efficiency, eliminate redundancy and save taxpayer money. She stated the assimilation of the volunteer departments under the TMFPD would provide enhanced oversight, increased accountability, longer term retention, more efficient recruitment, standardized training and competencies, and the implementation of performance standards. She said the consolidation of the organizational structure would improve the overall system and it was the BRC's position that the volunteer fire departments should be fully assimilated into the regionalized TMFPD.

Cathy Brandhorst spoke about matters of concern to herself.

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**1:08 p.m.** There being no further business to come before the Board, on motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Commissioner Lucey absent, the meeting was adjourned.

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**MARSHA BERKBIGLER**, Chair  
Truckee Meadows Fire  
Protection District and Sierra  
Fire Protection District

**ATTEST:**

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

*Minutes Prepared By:  
Cathy Smith, Deputy County Clerk*

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

A Contract Between the State of Nevada  
Acting By and Through Its

State of Nevada Public Employees' Deferred Compensation Committee  
(Committee)  
100 North Stewart Street, Suite 210  
Carson City, NV 89701

and

Truckee Meadows Fire Protection District  
(Political Subdivision)  
PO Box 11130  
Reno, Nevada 89520

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, NRS 287.250 to 287.370, inclusive, authorize the Committee to create a program for deferred compensation, and whereas NRS 287.381 to 287.480, inclusive, authorize the political subdivision to create a program for deferred compensation;

WHEREAS, The Committee has created a deferred compensation program and pursuant to that program has entered into contracts with contracted Recordkeeper(s) with whom participants in the program may invest their deferred compensation;

WHEREAS, The investment options and fee and rate structure of the contracted Recordkeeper(s) in their contract with the Committee are considered by the Political Subdivision to be generally more favorable than that which would be available to the Political Subdivision if the Political Subdivision were to independently contract with the Recordkeeper(s);

WHEREAS, the Political Subdivision desires to join the program created by the Committee in order to obtain the more favorable investment options, fees and rates;

WHEREAS, the Committee desires to have the Political Subdivision participate in the Committee's program subject to the same terms and conditions as apply to state employee participants, except for limitations expressly provided below;

WHEREAS, the Committee has secured the consent of the contracted Recordkeeper to enroll the Political Subdivision's employees as participants in the Committee's program subject to the same terms and conditions as apply to state employee participants, except for limitations expressly provided below;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein (the Committee), its officers, employees and immune contractors as defined in

15-0005F

NRS 41.0307. Unless the context otherwise requires, "program" is synonymous with "plan" and "state of Nevada deferred compensation committee plan".

3. CONTRACT TERM. This Contract shall be effective on January 1, 2015 with no termination date, unless sooner terminated by either party as set forth in this Contract.

4. TERMINATION. This Contract may be terminated without cause by either party prior to the terms set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without consent of the other. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired. Benefits accrued by participating employees of the Political Subdivision upon termination of participation in the plan shall remain in the plan until such are otherwise eligible for distribution under the terms of the plan.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract 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 above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: The State of Nevada Deferred Compensation Committee Plan Document.

7. ASSENT.

- a. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
- b. Except as agreed otherwise in paragraphs 3 and 4, the Political Subdivision agrees:
  - 1) To participate in the Committee's deferred compensation program subject to all contract terms and conditions as set forth between the State of Nevada Employees' Deferred Compensation Committee;
  - 2) To be bound by all current and any future State of Nevada Employees' Deferred Compensation Committee "Plan Documents" and "Investment Policies and Procedures";
  - 3) To cooperate with the contracted Recordkeeper(s) and to provide all necessary and appropriate administrative services to enable Political Subdivision employees to participate in the Committee's deferred compensation program; and
  - 4) To provide an appeal process to Political Subdivision employees for denials of requests by Political Subdivision employees to make unforeseen emergency withdrawals from the program and to abide by any guidelines established by the Committee for this purpose.

- c. The Political subdivision agrees that it has made its decision to participate in the program based on its own independent analysis and that neither the State of Nevada nor the Committee are fiduciaries with regard to its decision to participate in the program.
- d. The Committee agrees to authorize the contracted Recordkeeper(s) to enroll employees of the Political Subdivision on terms and conditions consistent with this agreement. Execution of this agreement by the Committee constitutes such authorization.

8. INSPECTION & AUDIT.

- a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, 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. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

10. LIMITED LIABILITY. 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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

11. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract 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 Contract after the intervening cause ceases.

12. INDEMNIFICATION.

- a. To the fullest extent of limited liability as set forth in paragraph (10) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

13. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an 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 party.

14. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.

15. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 Contract unenforceable.

16. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

17. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

18. 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.

19. 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 Contract.

20. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph 6.

21. GOVERNING LAW; JURISDICTION. This Contract 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 for enforcement of this Contract.

22. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute 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 Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**Truckee Meadows Fire Protection District**  
(Political Subdivision)

By: Mansha Bentfigler  
Chairman  
Title

Date January 27, 2015

\_\_\_\_\_  
Attorney for (Political Subdivision) (optional)

\_\_\_\_\_  
Date

**Nevada Public Employees' Deferred Compensation Program**

\_\_\_\_\_  
State of Nevada Employees' Deferred Compensation  
Program Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson  
Nevada Deferred Compensation Program

\_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General

\_\_\_\_\_  
Date

Amended 10/2014

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**Truckee Meadows Fire Protection District**  
(Political Subdivision)

By: \_\_\_\_\_

*Chair*

Title

*Paul Cappadonia*  
\_\_\_\_\_  
Attorney for (Political Subdivision) (optional)

*Marilyn Benkhugh*  
\_\_\_\_\_  
Date *2/10/15*

*2/10/15 Paul*  
\_\_\_\_\_  
Date

**Nevada Public Employees' Deferred Compensation Program**

\_\_\_\_\_  
State of Nevada Employees' Deferred Compensation  
Program Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson  
Nevada Deferred Compensation Program

\_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General

\_\_\_\_\_  
Date

Amended 10/2014