

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

TUESDAY

11:00 a.m.

FEBRUARY 10, 2015

PRESENT:

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

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

The Board convened at 11:29 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:

**15-0014F      AGENDA ITEM 2**

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

There was no response to the call for public comment.

**15-0015F      AGENDA ITEM 4**

**Agenda Subject:** “Fire Chief Report: A) Report and discussion related to fire district operations.”

Fire Chief Charles Moore introduced his staff members who delivered a baby girl in Sun Valley: Firefighter Paramedic Mark Drury, Captain Scott Stephenson, and Fire Equipment Operator Shane Countryman. Firefighter Paramedic Drury said the delivery was a team effort that included the Regional Emergency Medical Services Authority (REMSA). Chief Moore said staff members were presented with a certificate anytime they saved a life and this would be the start of a new tradition of presenting staff members with certificates for bringing a new life into the world. He congratulated them for a job well done and presented them with their certificates.

Chief Moore said he and Division Chief Tim Leighton travelled to the Gerlach Volunteer Fire Department, and he complimented Chief Gooch on how he had the Gerlach Fire Station organized and for the station and equipment being absolutely immaculate. He said Chief Gooch was doing an excellent job with only 10 volunteers. He advised the Gerlach volunteers responded to 100 percent of the calls to which they were dispatched. He noted Spanish Springs was their closest backup and it would take the crew 1 hour and 15 minutes to get to Gerlach.

Chief Moore said a HAZMAT drill was held recently, and the training Captain was impressed by the skill level of the Verdi volunteers with respect to HAZMAT training, especially since that training was not done frequently.

Chief Moore said open burning would be allowed starting this Saturday, and would last for at least two weeks and possibly longer to take advantage of the brush being very moist. He stated typically open burning did not start until March 1st.

Chief Moore said Friday there was an extreme volume of calls due to the weather. He showed slides of an extrication accident on I-80 near the California border. He stated a tractor trailer was blown off the road into a ditch. He said the crews did an amazing job with the most difficult rescue and extrication the District had done since it was stood up. He stated the heavy load of wood-structural trusses came forward into the cab trapping the driver. He said the extrication was dangerous due to the risk of the cab rolling into the ravine, which was about a 12-foot drop, and required stabilizing the cab before attempting to extricate the driver. He stated a heavy crane from Bragg Crane Service was used to stabilize the cab, after which it took six hours to free the driver. He said the driver was transported to Renown and his prognosis was very good with him being able to get around on crutches. He stated he was thankful the driver was alive and doing well despite how long it took to cut him out. A copy of the slides was placed on file with the Clerk.

Chief Moore stated he provided a report on some fire-prevention statistics and the District would be taking delivery of three new Type 3 Engines. He said one of the old Type 3 Engines would be put into service with the Palomino Valley volunteers, who were working very hard to increase their capabilities in fighting wild-land fires.

Chief Moore said he distributed the quarterly Emergency Medical Services (EMS) Oversight Data report to the Board, which was apparently issued as a final report. He stated he and the Chiefs for the Cities of Reno and Sparks noticed issues with the data reported, because the data was so far from the mean of what their response times actually were. He said the report noted the District had a 2 hour and 30 minute response time to a medical call, which did not happen, and the City of Reno was reported to have a couple of calls where their response time was in excess of an hour; while REMSA had negative response times, which was not possible.

Chief Moore said the study by TriData looked at the region's EMS system and what improvements could be made. He stated it was concluded the problems were

within dispatch and, to get a handle on how to improve the system, dispatch had to be improved first with everyone going to the same system. He said REMSA, the City of Reno, and the County all had separate dispatch processes, and the time clock was different for REMSA and the Regional Emergency Communication Center (ECOMM). He felt the central issue in improving the response times for EMS was to look at the dispatch process instead of looking at who got there first.

Chief Moore stated if he had some chest pains, he could call 9-1-1 or REMSA's Nurse Health Line. He said where the call went determined how fast the agencies would be dispatched. He stated a few days ago a call regarding chest pains in Sun Valley went to REMSA's dispatch. He said typically REMSA would take the call and would send their ambulance towards the address of the caller. He stated then the REMSA dispatcher would start to ask the caller a series of questions. He said once that process ended, the response time clock started, even though REMSA received a pre-alert and was already responding. He felt the response time noted for REMSA was artificially short, and the entire dispatch process from the call to when the patient was touched was really what needed to be understood. He said doing that would provide a good understanding where the ambulances and the fire agencies should be distributed and to understand the skill level the firefighters should have. He said REMSA's and ECOMM's clock needed to be on the same system and, currently, those times were different.

Chief Moore stated until the ambulance and the fire agencies were dispatched simultaneously, we would not have a true picture that would allow the Board, the Health District, and the EMS Oversight Board to make good decisions that would affect the patient's outcome. He noted there were technical issues, such as making sure there was a CAD-to-CAD link, which were being worked on. He said that link would ensure when REMSA got a call, 9-1-1 would see the call at the same time. He stated that was what needed to happen; and he felt it should happen very quickly, because it would provide good data and allow for making better decisions.

Chief Moore said he hoped in the future, the Chiefs could take a look at the data collected by the Health District before it went into the report, because any errors would skew the results of the analysis.

Chair Berkbigler said her frustration was this was not a competition and the report should not indicate who got to the scene first, but should be making sure the patient was responded to regardless of who got there first. She stated it was frustrating to get an e-mail from a constituent who was unhappy because too much time was being spent arguing about who got there first. She agreed we needed to move forward in the dispatch area.

Commissioner Hartung asked if the report was prepared by the Health District. Kevin Dick, District Health Officer, replied it was. He said the data was put together from information received from the Truckee Meadows Fire Protection District (TMFPD) and the City of Reno Fire Department. He felt some of the comments made were regarding outliers in that data and, whether there was a glitch in the way time was

reported or something did not occur properly in the response, it was important to investigate it. He stated while the claim was made that the data was erroneous, the Health District was working off of data provided to them by the fire agencies. He said they met with the Fire Chiefs on Friday to discuss the data and to get their input. He stated he tried to meet with Chief Moore for over a month, but he would be happy to take any input Chief Moore had. Commissioner Hartung said it was not a matter of there being a clerical error, but about whatever was reported was what was written. Mr. Dick said what was reported was what was written in the report.

Chief Moore said the errors found were within the dispatch process. He agreed they provided the data, but what he was asking for was for the Fire Chiefs to have an opportunity to look at the data before the report was made final. He advised the 2.5 hour response time was due to the dispatcher's screen being left open, and he wanted the opportunity to either clean that data point or explain it. Commissioner Jung stated she did not have a problem with the person supplying the data having an opportunity to look at it and clarify what actually happened. She asked if there was a problem letting the people who supplied the data look over the report before going to print with it. Mr. Dick noted District Health's staff investigated the 2.5 hour call and found the problem in dispatch. He said he was open to taking comments. He stated the report was distributed to the Fire Chiefs and the members of EMS Advisory Board, and he also provided Commissioner Hartung with a copy due to his interest in the data. He advised the report had not been published as the final report. He stated they could consider any comments and look at making any modifications or clarifications.

Commissioner Jung said the Health District walked a very fine line. She stated this issue was political, because there were arguments about whose dispatch service was the best. She said the Board did not care about the competition part, but wanted the data, so what EMS Study indicated should be done could be implemented. She requested the Chiefs provide their input before the report was sent out. She said she felt it was credible and valid that the Health District found the reason for the 2.5 hour response, and also felt it was import that there should be one number for a patient. She stated she did not want to talk about this until it was all done, because this had been worked on for at least eight years. She said the Health District did a good job on the report, but ran into some issues with perception. She stated the Fire Chiefs were not happy that they did not have a seat in the Advisory Committee, and she encouraged Mr. Dick and the Health District's staff to be sensitive to that.

Mr. Dick said fundamentally he did not disagree with Chief Moore. He stated dispatch was fundamental to the EMS system, and the future connections between the dispatch systems would certainly enhance the system. He said he met with Sheriff Chuck Allen to talk about integrating their data into the report to get a fuller picture. He felt there was agreement in the long run on where things should go.

Commissioner Hartung agreed this was not a competition, but was about the citizens and the services we provided to them collectively. He said dispatch was the

lynchpin and needed to be fixed, because seconds mattered when treating a stroke victim. He felt everyone should look at and assess the data.

Commissioner Jung felt the District Board of Health should be in the lead for the fixes to the dispatch problem. She said she wanted to have a meeting with the District Board of Health, and a deadline should be set to get the problems fixed. She said if more heat needed to be put on REMSA, she would be happy to do that because she felt they had not done their due diligence in making sure there would be a single ID number so a patient could be followed from the initial phone call to their release from the hospital.

Commissioner Jung noted Washoe County paid for more than 51 percent of Health District's budget, and she would like to discuss the makeup of the District Board of Health regarding what would be parody in administering more than 51 percent the budget. She noted the other 49 percent of the budget came from fines, fees, and grants.

Chief Moore said matching the REMSA call to a fire call was almost impossible for the Health District's staff to do, because the same call-identifier needed to be in the same clock time. He complemented the Health District on what they had accomplished so far, because 60 percent of REMSA's calls could not be matched to a fire call and 20-30 percent of the District's calls could not be matched to a REMSA call. He said until those calls could be matched, there would be a problem in the analysis, but the CAD-to-CAD link would help move things forward.

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

Later in the meeting, Chief Moore noted the 75 smoke detectors taken to Wadsworth were very well received, and many people said they wanted more than one in their home. He said some people took extra smoke detectors to give them to their neighbors. He stated they still had hundreds of smoke detectors to disburse.

**15-0016F      AGENDA ITEM 5**

**Agenda Subject: "Acknowledge Receipt of Truckee Meadows Fire Protection District Emergency Medical Services Review from the Internal Audit Division."**

Alison Gordon, Internal Auditor, advised the \$287 in last paragraph on page 4 of the audit report should be \$459. She stated on September 23, 2014, she was asked by the Board to provide an analysis in coordination with Scott Main, LSM-Government Financial Management, to determine the cost to the District to respond to medical calls and to do a review of the emergency medical services (EMS) provided to the citizens of Wadsworth, Nevada.

Ms. Gordon said it was found various emergency-response entities responded to EMS calls in Washoe County, which included REMSA and the various County and non-County response agencies listed on page 1 of the staff report.

Ms. Gordon said during Fiscal Year 2014, the District responded to 6,257 EMS calls, which equated to 82 percent of their call volume. She stated the cost estimated for each EMS call was \$2,582, which included the direct cost of emergency operations and administrative overhead. She noted that was 9 percent more than first reported in March 2012. She said the District assisted REMSA with patient transport 56 times from January 1, 2014 to June 30, 2014 at a total cost of \$7,300. She stated that amount included the salary and benefits of the paramedic assisting in the transport, as well as the staff and costs of the participating fire station that had to go out of service if there were no longer three firefighters present. Commissioner Hartung asked if the average cost of \$129 for a paramedic to assist in transport included all of the members of the crew that was out of service. Ms. Gordon said that was the per station cost. Commissioner Hartung asked if it also included the physical cost of driving the engine. Mr. Main said it included all overhead costs, which was spread out over a 24-hour day.

Ms. Gordon said Wadsworth's EMS service fell within REMSA's franchise operational area. She stated on June 22, 1994, the District Board of Health approved REMSA's maintaining a ground ambulance in Wadsworth. She said that meant the County's average ground-ambulance bill would be increased by 5.3 percent or \$27 to cover the cost of placing and staffing an advanced life-support unit in Wadsworth. She stated REMSA placed a mobile home and ambulance next to the District's Wadsworth Fire Station, but the arrangement did not continue for unknown reasons. She said currently REMSA's staff and ambulance were located at the Big Bend RV Park in Wadsworth. However, the staff and ambulance were not always stationed in Wadsworth.

Ms. Gordon stated REMSA was requested to provide the data showing the number of ground responses during Fiscal Year 2014, but REMSA's management said that data was not available. She stated the Health District's records showed REMSA had three ground responses in Wadsworth during 2014. She stated she received information from REMSA that for the first four months of Fiscal Year 2015, REMSA had responded 19 times with nine ground transports. She said the number of responses by REMSA resulted in other fire entities responding to EMS calls in Wadsworth. She noted the District's closest stations were 30 miles away from Wadsworth, and other non-County entities were strategically closer and responded when available. During Fiscal Year 2014, the two District stations responded to 112 Wadsworth calls, the North Lyon Fire Protection District responded 32 times, and the Pyramid Lake Fire Rescue/EMS Tribal District responded 71 times. She said over the first four months of 2015, there were responses 101 times by the various entities. Commissioner Hartung asked if the calls were broken down by priority. Ms. Gordon replied they were not. Commissioner Hartung said in fairness to REMSA, not every call required transport to the hospital but could require immediate medical attention that a fire crew could render. Ms. Gordon said part of the point of isolating the calls in the Wadsworth area was because REMSA was receiving funding to actually be in Wadsworth. She said if they were, they would get to a medical emergency before someone further away could.

Ms. Gordon said REMSA had been collecting \$27 since 1994, which was adjusted annually for the Consumer Price Index, in its billings to County customers. She stated because actual data was limited or not available, her analysis generated a very conservative estimate of REMSA's Wadsworth revenues and expenditures, including an amount for uncollectable accounts over the last 20 years and adjusted annually for the Consumer Price Index, indicated REMSA might have collected an estimated \$6.1million more in revenues than they spent for expenditures. She stressed that was based on a very conservative analysis. She said the money REMSA received for Wadsworth was not tracked separately and was included in their patient-service revenue in its financial statements. She said the excess revenues collected to fund EMS service in Wadsworth either subsidized the cost of providing service outside of Wadsworth or increased their fund balances.

Ms. Gordon said a review was done to see if REMSA was providing any reimbursement to the County and other non-County providers of EMS service, and it was found in August 2013 that the District, the Reno Fire Department, the Sparks Fire Department, and REMSA entered into a three month agreement whereby REMSA would reimburse the cost of certain medical supplies used by the participating agencies. She said once the agreement expired, the District entered into a verbal agreement with REMSA, but REMSA only reimbursed the District \$852 of the \$15,421 owing through November 2014. She stated REMSA was not always reimbursing non-County entities responding to the County's emergency-medical calls for their cost of providing service and their medical supplies.

Ms. Gordon thanked everyone who helped her with the audit report, especially the District; Scott Main; Scott Huntley, North Lyon Fire Protection District; Gary Hanes, Storey County Fire Protection District; Don Pelt, Pyramid Lake Fire, Rescue/EMS Tribal District; Mike Brown, North Lake Tahoe Fire Protection District, and Judge Terry Grant .

Chair Berkbigler asked if the District had been billing the EMS medical supplies to REMSA. Ms. Gordon replied they had been billed. Commissioner Hartung asked how often the District was reimbursed. Fire Chief Charles Moore stated the agreement was for three months, and he believed there was a written agreement to that effect. He said everyone submitted their bills and all three agencies were reimbursed. He stated the District continued to bill REMSA after it became an all Advanced Life Support (ALS) agency, but did not receive payment. He said there was a very lengthy e-mail stream between the District and REMSA, but they had not received payment. He stated the Cities of Reno and Sparks were still getting reimbursements, which were being calculated on an average. He said the District's financial staff recommended using the actual costs. He stated REMSA then indicated they needed to see the cost per call, which was a bit cumbersome to do. He said the District would rather associate a call to the medical supplies and collate that information monthly. He stated however that was done would be fine with the District, but nevertheless REMSA was asking the District for a new agreement; while he understood the Cities of Reno and Sparks were not being asked for a new agreement. He said the Franchise Agreement said REMSA would reimburse

the fire agencies for their medical-soft goods, but the bottom line was the District was not getting reimbursed.

Commissioner Hartung said he did not understand why the District was not being reimbursed by REMSA. He felt it was almost as if the District was in a competition with REMSA, when in reality it was not a competition. Chair Berkgigler said she also had a question as to why the Cities of Reno and Sparks were being reimbursed and the District was not. Tom Clark, representing REMSA, said he did not have the answer. He stated management was going through the audit and was listening to this testimony. He said they would have to digest the findings in the audit, but REMSA would come before the Board to answer their questions in good time. Chair Berkgigler asked if a report on the status of EMS medical supplies could be done at the next Board meeting. Mr. Clark said he could not commit to doing a report that quickly, and he would have to talk with REMSA's senior staff. Chair Berkgigler requested a response sooner rather than later, and she requested Mr. Clark get in touch with the County Manager to get on an agenda. Mr. Clark replied he would do that.

Mr. Dick said he did not receive a copy of audit report to review, so he had not gone through the report thoroughly. He said this was the first time he heard about problems with the reimbursements for the medical supplies, which he would look into. He believed there were some inaccuracies in the report, such as REMSA only responding to three calls in Wadsworth during the first six months of calendar year 2014; and he believed the numbers reported was that REMSA transported three times, which did not mean REMSA only responded three times. He said they would also look at whether the numbers cited for Wadsworth were on County lands, Tribal lands, or both; because the REMSA franchise did not cover the Tribal lands.

Chair Berkgigler said she understood the issue of transporting versus making a call, but the Board had great faith in the County's Internal Auditor. She asked that Mr. Dick take the opportunity to sit with her and go through the audit to get his questions answered. She requested this audit be brought back to the Board after everyone had a chance to review it and all questions were answered. She said a great deal of money was involved, and it was the Board's duty and responsibility to get answers as to where the constituents' dollars were going.

Commissioner Hartung said Jim Gubbels, REMSA President, mentioned to him that he had documentation from the 1994 agreement indicating it was a short term arrangement and was not in force today. He stated what he had access to did not indicate it was a short-term arrangement, and he would like to see the documentation Mr. Gubbels referred to or have it provided to Ms. Gordon. Mr. Clark said he would make that request. Chair Berkgigler asked for a clarification on why the Cities of Reno and Sparks were still getting reimbursed, but the County was not.

Chair Berkgigler suggested rescheduling this item since all of the answers were not available. Commissioner Jung felt we had gone through the whole report. She said we needed clarification from parties involved as to what was erroneous, why



REMSA was not the first to respond when supposedly that was what the agreement enlisted them to do, or did they in fact not collect any of that money. She said the Board could not make any decisions, give direction to staff, or make policy decisions until they dealt with credible and valid points.

Ms. Gordon said it was like pulling teeth to get the data from REMSA and sometimes the District Board of Health's staff was not easy to work with, even though eventually her access was ironed out. She stated she tried twice to get the data on the responses to Wadsworth, but apparently REMSA did not have the data from 2014 to show how many times they were in Wadsworth. She reiterated she did a very conservative analysis of the money REMSA collected to provide service to Wadsworth because she had some beginning and ending data, but nothing in between; because no one had any information they could or would provide to her. Chair Berkbigler said she had a great deal of faith in Ms. Gordon, who had provided the Board with a number of audits and always did a great job. She said if there was some explanation for some of the things, the Board needed to see that information.

Commissioner Hartung said he requested this item because he wanted to know what it cost the District to respond to the medical calls and what it cost to have the District's paramedics ride to the hospital. He stated he was not suggesting that was a bad thing, because the District was in the business of saving lives. He noted Ms. Gordon had told him how difficult it was to get the data, but the data being asked for in no way violated the Health Insurance Portability and Accountability Act (HIPAA) or anyone's personal rights and freedoms, but was data that would be collected on a day-to-day basis about how many calls were responded to and the priority of the call. He felt the taxpayers wanted to know how their money was being spent, especially with respect to emergencies, and those were fair questions that should be answered.

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

**12:45 p.m.** The Board remained convened as the Board of Fire Commissioners (BOFC) and convened as the Board of County Commissioners (BCC).

**15-0017F      AGENDA ITEM 6**

**Agenda Subject: "Discussion and possible action for approval to submit a request to de-annex from the City of Reno APN 554-010-07, known as Truckee Meadows Fire Station #13 and include the area into the boundary of Truckee Meadows Fire Protection District."**

Fire Chief Charles Moore discussed the de-annexation of the Sierra Sage Golf Course from the City of Reno. He stated the Golf Course was next door to Station 13, but the Golf Course was within the limits of the City of Reno. He said the manager of the Golf Course was concerned Station 13 would not be dispatched if there was a medical emergency at the Golf Course, even though it was only a few hundred feet away and, instead, Reno Engine 9 would come from many miles away.

Chief Moore said staff also found Station 35 was within the limits of the City of Reno. He stated for Station 13, the County owned the land and the District owned the station.

Chief Moore said a gentleman having chest pains pulled into Station 13 when the crew was out but was only a few blocks away. He stated the gentleman called 9-1-1 and gave Station 13's address and, instead of Station 13's crew being dispatched, Reno Engine 9 was dispatched from six miles away.

Chief Moore said if this item was approved, the Sierra Sage Golf Course, Station 13 and Station 35 would be taken to the City of Reno to request de-annexation.

**12:47 p.m.** Commissioner Jung left the meeting.

There was no public comment on this item.

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

**12:48 p.m.** The Board recessed as the Board of County Commissioners and remained convened as the Board of Fire Commissioners.

**15-0018F      AGENDA ITEM 7**

**Agenda Subject: "Discussion and possible approval of a Cooperative Agreement between Truckee Meadows Fire Protection District and the Pyramid Lake Paiute Tribe for Provision of Emergency Response to the Wadsworth Area."**

Fire Chief Charles Moore said the Cooperative Agreement would provide a response within Wadsworth area by the Pyramid Lake Paiute Tribe, which was closer to Wadsworth than the District's fire stations. He stated through the Citizen Advisory Board meetings and discussions with his counterpart at the Pyramid Lake Piute Tribe Fire Department, he was aware there were a number of volunteers who lived in Wadsworth and, in addition, the Tribe had citizens in the Wadsworth area. He said when there was a fire on Tribal lands, the Tribal volunteers had to respond from Wadsworth, get their equipment from Nixon, and then go back to Wadsworth, which did not seem like an efficient system. He said when there was a fire within the District's boundaries, the District was responding from either Sun Valley or Hidden Valley. He stated when that occurred, they called for mutual aid. He stated the Agreement would allow the Tribe to operate out of the District's Wadsworth station, so the Tribe's volunteers could make a first response to both Wadsworth and the Tribal areas.

Chief Moore said for the citizens living in Wadsworth, he would encourage them to become Tribal volunteers, which would strengthen the Tribal Fire

Department and would provide a stronger response to the citizens of Wadsworth. He stated the agreement also called for the donation to the Tribe of a water-tender and a patrol unit no longer needed by the District. He said the Tribe would put an engine in the Wadsworth Station and the District would take the Wadsworth engine and move it to a volunteer agency.

Chief Moore said if the Board approved this item, the vehicles would be donated and the Tribal Council would consider the Agreement on February 20, 2015. He stated the Wadsworth Station would remain a District asset and the Tribe would get additional training. He felt this was a perfect quid pro quo for the Tribe, the citizens of Wadsworth, and the District. Chair Berkbigler felt this was a wonderful idea.

Commissioner Hartung said the Agreement had been worked on for some time, and would provide adequate service to the Wadsworth area and to the I-80 corridor until it went into the neighboring county. He asked if Wadsworth would have sleeping quarters. Chief Moore replied there would be no sleeping quarters. Commissioner Hartung asked what the value of the equipment was. Chief Moore replied about \$5,000. Commissioner Hartung asked what happened if the Tribe decided to cancel the Agreement before its three-year term was up. Chief Moore advised the Tribe would keep the equipment, which the District had no use for even though it was mechanically sound.

Commissioner Hartung believed there were four volunteers from the Stampmill Estates area who were interested in becoming volunteers, and would go under the direction of the Tribe. Chief Moore confirmed they would not be District volunteers. Commissioner Hartung asked who would be the responsible party if there was an injury. Chief Moore understood the agency assumed the liability for worker's compensation coverage. Commissioner Hartung said if something happened, the Occupational Safety and Health Administration (OSHA) would want to see the training records. He stated he wanted to make sure the County would not be responsible for keeping the training records, even though he felt it would be a good idea to get reports from the Tribe on how and when they were trained. Chief Moore advised OSHA did not have jurisdiction even though they would be responding into Washoe County, because the Tribe was a sovereign nation. Paul Lipparelli, Legal Counsel, advised the Cooperative Agreement sought to have everyone retain their own responsibility and liability for the acts of its responders, and to prevent either of the agencies from being construed to be the employer of any of the other agency's personnel.

**12:55 p.m.** Commissioner Jung returned.

Commissioner Hartung said the Cooperative Agreement was great for everyone, and he looked forward to a more robust response in the Wadsworth area. Chief Moore said the CAB's reaction to the Agreement was enthusiastic.

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 7 be approved. The Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

**15-0019F      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.”**

There was no closed session.

**15-0020F      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).”**

Commissioner Lucey asked about the status of the fire station off of Damonte Ranch Parkway. Fire Chief Charles Moore said there would be a recommendation at the next meeting to purchase the property, which would be used to relocate Station 14, assuming the seller agreed to the shape of the site needed.

Commissioner Hartung said he thought the issue of a dwelling under the 5,000 foot requirement for fire suppression was resolved. He stated it could be very expensive to put fire suppression in smaller homes. He felt the issue should be brought back for discussion if it had not been resolved.

**15-0021F      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.”**

There was no response to the call for public comment.

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**1:05 p.m.** There being no further business to come before the Board, on motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, 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:  
Jan Frazzetta, Deputy County Clerk*

**COOPERATIVE AGREEMENT  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
AND THE PYRAMID LAKE PAIUTE TRIBE FOR  
PROVISION OF EMERGENCY RESPONSE TO THE WADSWORTH AREA**

This Cooperative Agreement ("Agreement") is made and entered into by and between the Truckee Meadows Fire Protection District, a fire district organized pursuant to chapter 474 of the Nevada Revised Statutes (hereinafter "District") and the Pyramid Lake Paiute Tribe of Nevada, a sovereign, federally recognized Indian Tribe (hereinafter "the Tribe" ).

WHEREAS, the District is authorized by NRS 277.180 to enter into interlocal and cooperative agreements with other public agencies for the joint and operative use of fire-fighting resources for the protection of property and the prevention and suppression of fire; and

WHEREAS, the Tribe, as a sovereign, federally recognized Indian Tribe, governed by a Tribal Council established pursuant to Article III, section 1 of the Tribe's constitution and the Bylaws of the Pyramid Lake Paiute Tribe, is authorized to and does provide fire protection and medical first response services to its members, and further is authorized to enter into related contracts and agreements with other public agencies; and

WHEREAS, the Tribe is responsible for and fully capable of providing structural and wildland fire suppression and emergency medical service response on Tribal reservation lands; and

WHEREAS, the District desires to have the Tribe provide assistance for fire suppression and emergency medical response services to the privately owned parcels in the Wadsworth area described in Exhibit "A" attached hereto, and the Tribe is ready, willing and able to do so; and

WHEREAS, the District desires to donate to the Tribe, certain rolling stock and use of its Wadsworth Fire Station in the provision of these services; and

WHEREAS, the Tribe currently maintains a roster of volunteer firefighters in the Wadsworth area, and whereby the Tribe's operation of the District's Wadsworth Fire Station enhances the service level to the Tribe and to the District's residents of the Wadsworth area;

NOW THEREFORE, it is agreed between the parties as follows:

**1. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES.** On the effective date of this Agreement the Tribe agrees to provide automatic aid assistance to all fire related and emergency medical incidents to the Wadsworth parcels described in Exhibit "A," attached hereto and incorporated herein by this reference. The quality and level of those services shall be consistent with the Tribe's current service standards and at a minimum no less than those standards practiced in the industry under similar circumstances. The parties mutually agree that no patient transport will be provided. The Tribe will only transport patients from the District's area if said transports are agreed to between the Tribe and REMSA under a separate cooperative agreement, so as not to violate the franchise agreement.



2. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement is effective upon the date of last signature hereto. The term of this Agreement shall be 3 years and shall be deemed automatically renewed, subject to the review described next, for successive 3 year terms effective on July 1 of the applicable fiscal year, until terminated pursuant to this Agreement. However, the parties agree to report to their respective governing bodies, at least 60 days prior to expiration of the applicable 3 year term, concerning the effectiveness of this Agreement.

3. **COMPENSATION, LEASE AND IN-KIND SERVICES.** In consideration of the Tribe's consent to provide the services described in this Agreement, the parties agree that District will donate the following to the Tribe:

- a. *Equipment.* District determines it does not need and agrees to transfer title, ownership and control to the Tribe of the following pieces of fire apparatus, as is:

One 2005 Patrol truck: VIN 1GDJK34U95E306603

One 1991 Water Tender: VIN 1FDPK84PXMVA15527

- b. *Fire Station and Grounds:* District also agrees to provide use of the Wadsworth Fire station, including building, grounds and appurtenances thereto for the amount of one dollar per year. District shall maintain insurance and pay for costs of utilities. The Tribe shall provide general and regular maintenance and cleaning of the station and surrounding grounds. The District reserves the right of unrestricted access to the station to inspect and perform repairs. The District shall be responsible for major repairs to the station, grounds and appurtenances.
- c. *Training:* District shall provide the Tribe semi-annual training on topics requested by the Tribe. Training should be conducted on the reservation and should meet or exceed the standards set forth by the district for their volunteer firefighters.

4. **TERMINATION.** This Agreement may be terminated by either party without cause upon delivery to the other party, at least 120 days prior to effective termination, of a written notice of termination.

5. **EMPLOYMENT/VOLUNTEER STATUS.** The Tribe shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the Tribe shall be responsible for management of and costs associated with the Tribe's employees and agents.

6. **LIABILITY OF PARTICIPATING AGENCIES.**

- A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, as well as applicable Tribal and federal law, each party hereto agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees, volunteers and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fee and costs, arising

out of any alleged negligent or willful act or omissions of a party, its officers, employees and agents arising out of the performance of this Agreement. Each party may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. The District's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

B. Each party is responsible for its respective employment or volunteer matters, and the other party shall have no obligations with respect to, the following:

- a. Withholding income taxes, FICA or any other taxes or fees
- b. Industrial insurance
- c. Participation in any group insurance plans available to employees
- d. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System or any equivalent Tribe or federal system
- e. Accumulation of vacation leave or sick leave
- f. Unemployment compensation coverage provided by the participating agencies

C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, as well as applicable Tribal and federal law, the parties hereto shall indemnify and hold the other harmless from liability for damages, costs, penalties, liabilities and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, volunteers, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. The District's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

7. **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 parties as follows:

To the Tribe: Tribal Chairman  
Pyramid Lake Paiute Tribe  
P.O. Box 256  
Nixon, NV 89424

To the District: Truckee Meadows Fire Protection District  
Attn: Fire Chief  
P.O. Box 11130  
Reno, NV 89520

8. **ASSIGNMENT.** Neither party shall assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.



9. **ENTIRE AGREEMENT & SEVERABILITY.** This Agreement contains all of the commitments and agreements of the parties on the subject matter of this Agreement. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

PYRAMID LAKE PAUITE TRIBE

Dated this 10<sup>th</sup> day of Feb, 2015

Dated this \_\_\_ day of \_\_\_\_\_, 2015

By: Marsha Berkbigler  
Marsha Berkbigler, Chairman  
Board of Fire Commissioners

By: \_\_\_\_\_  
Elwood Lowery, Chairman  
Tribal Council



ATTEST:  
Gregory L. Parent

ATTEST:  
\_\_\_\_\_