

**BOARD OF FIRE COMMISSIONERS  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (TMFPD)  
SIERRA FIRE PROTECTION DISTRICT (SFPD)**

TUESDAY

9:00 a.m.

MARCH 15, 2016

PRESENT:

**Kitty Jung, Chair**  
**Bob Lucey, Vice Chair**  
**Marsha Berkbigler, Commissioner**  
**Vaughn Hartung, Commissioner**  
**Jeanne Herman, Commissioner**  
  
**Nancy Parent, County Clerk**  
**David Watts-Vial, Legal Counsel**  
**Charles Moore, Fire Chief**

The Board convened at 9:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

**16-016F      AGENDA ITEM 3 Public Comment.**

There was no response to the call for public comment.

**CONSENT ITEMS 4A THROUGH 4D**

**16-017F      4A Approval of minutes from the January 26, 2016 meeting.**

**16-018F      4B Approve the retention of Eide Bailly LLP to perform independent audit services and assist with the preparation of the financial statements for Truckee Meadows Fire Protection District for the fiscal year 2015/16 in an amount not to exceed \$38,090.**

**16-019F      4C Approve the retention of Eide Bailly LLP to perform independent audit services and assist with the preparation of the financial statements for Sierra Fire Protection District for fiscal year 2015/16 in an amount not to exceed \$26,250.**

**16-020F      4D Approval of a Regional Hazardous Material Response Agreement between the Truckee Meadows Fire Protection District, City of Reno, and City of Sparks.**

There was no public comment on these items.

On motion by Commissioner Lucey, seconded by Commissioner Hartung, which motion duly carried, it was ordered that the Consent Agenda Items 4A through 4D be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 4A through 4D are attached hereto and made a part hereof.

**16-021F**      **AGENDA ITEM 5** Fire Chief Report: A. Report and discussion related to fire district operations. B. Career Statistics and Report for January 2016. C. Volunteer Statistics and Report for January 2016 2015

Chief Moore reviewed the staff report regarding fire station improvements. He stated they were preparing to submit the Special Use Permit (SUP) for Station 14. He said the existing building would be ready to sell once the new building was complete and discussion regarding the sale would be brought back to the Board for direction. He spoke about Station 39 in Galena and explained developing and improving the current building would not be cost effective. He said Station 39 was a very small station, the living quarters were confined with their crew of three, and there was only one bathroom. He stated the building size was not sufficient. He said the project had been altered to include only minor improvements to the existing station, which would give him time to seek a more suitable location on Mount Rose Highway. He stated relocating Station 39 to Mount Rose Highway would improve the response times to many surrounding areas.

Commissioner Lucey commented that the Galena Creek Visitor Center was on United States Forest Service land. He said a new restaurant would be opening in that area soon and he was concerned about possible traffic issues on Mount Rose Highway.

Commissioner Hartung agreed with Chief Moore regarding the site improvements at Station 39 and he thought it was reasonable to seek a more desirable location. He asked about the capacity of the bays at Station 14. Chief Moore stated the station had four bays, all of which could accommodate ladder trucks. He said the station currently accommodated a crew of four although they were making plans to add a second crew in the future.

Chair Jung stated there would be a meeting to discuss public land and she thought the Galena Creek Visitor Center should be included in that discussion. She thought it was good the planned improvements to Station 39 were changed. She thought a large amount of money could be made by selling the property due to its location.

Chief Moore displayed maps for Station 37, which he said was old and had bays that were designed to accommodate only one of the fire engines they owned. He said the County architects had been working on a solution to increase the bay size. He noted the fire station was a modular unit and the SUP was only good until 2016. He said County Planning staff was working to complete a new SUP application and would be asking for an extension. He stated a new location for the station was being sought because the site was constrained and the crew quarters and the bays were not connected.

He said he found a 5-acre parcel of Bureau of Land Management (BLM) land that would be well positioned to serve Hidden Valley and he would be asking for help from the County to secure the parcel. He stated Hidden Valley would be well protected from the south by the Truckee Meadows Fire Protection District (TMFPD) and the Sparks Fire Department would assist with coverage in the north. He indicated he could envision having a dual response with the Sparks Fire Department and the TMFPD for any structure fire in Hidden Valley. He said more items would be added to Station 37 such as a fitness room, storage and the existing bathroom would be remodeled to comply with the Americans With Disabilities Act (ADA). He said that would improve the longevity of the location by three to five years. The vision would be to have a new station in Hidden Valley within five years.

Chief Moore said Open Burning was in process and he noted the importance of honoring the air quality burn control restrictions set by the Health District. He said ditch burning was exempt from restrictions when pollution was high. He indicated more than 600 permits had been issued and the burn season would continue until late March or longer if the moisture continued.

There was no action or public comment on these items.

**16-022F**      **AGENDA ITEM 6** Approve the purchase of thirty-four (34) P25 compliant 800 MHz hand held radios at an estimated cost of \$145,976.49 from Daily-Wells Communications Inc., 3440 E. Houston Street, San Antonio, Texas 78219 utilizing NASPO Contract 06913 as allowed by NRS 332.195 - Joinder or mutual use of contracts by governmental entities.

Chief Moore stated the radio system upgrade was necessary to meet Federal Communications Commission (FCC) standards. He said the upgrade would make the TMFPD fully compliant.

There was no public comment on this item.

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

**16-023F**      **AGENDA ITEM 7** Presentation, discussion and possible direction to staff regarding a petition for modification of the Washoe County Fire Hazard Map for the Estates at Mount Rose Community.

Chief Moore stated a survey to determine fire hazard ratings was performed in 2004 and experts identified the low, medium and high fire danger areas in the County. He said many changes had been made since 2004 and there had been a significant number of defensible space projects. He indicated the citizens within the Estates at Mount Rose approached fire hazards proactively. He said the citizens engaged in seven fuel reduction efforts, developed a community-wide fire protection plan, and

communicated with the TMFPD and the Fire Marshal on a continuing basis. He noted the improvements they made were extraordinary and had significantly reduced the fire risk. He thought it was reasonable to consider the petition to lower the fire hazard rating. He indicated residents within the Estates at Mount Rose had suffered financially because of high homeowners insurance premiums. He stated citizens might benefit from lower insurance rates if staff concluded that a reduction in the fire hazard rating was appropriate. He asked for Board approval to allow staff to evaluate the fire hazard ratings.

On the call for public comment, Thomas G. Daly spoke regarding homeowners insurance and noted several homeowners attempted to receive competitive insurance rates but were informed that some carriers would not insure them due to the high fire hazard rating. He said the rating might have been appropriate 10 years ago, but the community currently consisted of more than 200 acres of streets and houses, which meant the fuel that created the high hazard rating had been removed. He noted the community's residents did not believe they were located in a high danger area. He said any relief the Board could provide would be greatly appreciated.

Sue Chelone concurred with Mr. Daly and Chief Moore about the fire danger. She stated the map of the Estates at Mount Rose indicated they were included in the National Forest and in wildland areas with a different topography. She stated her homeowners insurance rates were much higher than other areas and she thought the efforts in the community warranted a reduction in the hazard rating. She hoped other local communities such as Saddle Horn and Arrowcreek would challenge the rating also.

Ed Smith from the University of Nevada Reno (UNR) Cooperative Extension reviewed the history of the creation of the hazard map and said it was a vegetation fuel map. He stated the different types of vegetation represented various degrees of threat during a wildfire. He said that the Estates at Mount Rose area was in a high vegetation fuel zone, however the community itself was rated as moderate because of building materials and defensible space. He noted insurance carriers viewed the map on the Washoe County Geographical Information System (GIS) site but considered the Estates at Mount Rose as a high fire hazard area because they did not recognize the ignition resistant construction and landscaping. He said when the community wildfire assessment reports were created in 2004 and 2005, the County's wildland urban interface separated the communities designated as Galena and the Mount Rose Corridor.

Commissioner Lucey asked Mr. Smith for clarification.

Mr. Smith continued by stating the 2005 wildfire hazard rating map for the Mount Rose Corridor and the Estates at Mount Rose indicated they were low fuel hazard areas, then in 2009 they were upgraded to high fuel hazard areas. He said the wildland fuel did not exist within the community; therefore, the community should be considered for a lower hazard rating.

Chief Moore said a group including the Nevada Department of Forestry (NDF), the Fire Districts and local wildfire professionals worked together to create the

fuel hazard map. Resource Concepts Incorporated was the consulting firm who led the map's creation. He did not know the methodology used but he said it seemed reasonable to view the communities within the context of the map to determine whether they could be separated into sections that would make sense.

Chair Jung said she thought an evaluation was reasonable considering the map was created 11 years ago and the community's land use had changed dramatically. She wanted to have the entire County reviewed and the fire hazard ratings reassessed accordingly. She indicated the fire hazard ratings did not take into consideration the new fire station and faster response times.

Commissioner Lucey concurred with Chair Jung and asked whether Chief Moore had staff that could perform the assessment.

Chief Moore said he had staff that could assess the Estates at Mount Rose, but he did not have enough staff to reassess the entire County. He thought it would be about a year before the assessment could be completed and he explained there were many aspects to be considered including fuel types, geography and development.

Chair Jung told Chief Moore that he had the authority to conduct the study and to ensure the due diligence was completed.

Commissioner Berkbighler agreed with performing a complete countywide assessment. She noted that Commissioner Herman had concerns about the North Valleys just as she did about the South Valleys. Commissioner Berkbighler did not want the project to be delayed and asked whether it could be approved with direction given to Chief Moore to move forward and bring the results back to the Board. She had concerns about homeowner's insurance rates being unreasonably high in the Estates at Mount Rose area.

Commissioner Herman thought the areas with the most significant insurance issues should be reassessed first. She asked if it would cost less if one area was assessed at a time.

Chief Moore stated they could conduct the study on one area at a time and it would be considerably less expensive, although it would take longer to complete. He stated Arrowcreek already petitioned to receive an assessment.

Commissioner Herman said citizens in Palomino Valley were struggling to get homeowners insurance and home sales were down because people could not obtain loans without homeowners insurance.

Commissioner Hartung said residents in fire hazard areas had been able to obtain grants for fuel reduction but he wondered if that would change.

Chief Moore said it could affect the ability to obtain grants but there were recommendations for the next fiscal budget to assist the communities with projects to help reduce hazards. He noted that perhaps District staff could participate by providing advice and support.

On motion by Commissioner Lucey, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that the Item 7 be accepted and directed.

**16-024F      AGENDA ITEM 8** Discussion and possible approval or modification of a list of evaluators for a 360 degree evaluation for the Fire Chief's annual performance review and direction to staff to develop a survey and distribute the survey to the evaluators.

Chief Moore stated he developed a list of the evaluators for his annual review. He said the Board could add or subtract people or businesses as necessary.

Chair Jung stated this was the same evaluation as last year's and it would be completed every year. She asked Chief Moore to include the Reno Fire Department on his list.

Commissioner Lucey thought there would be sufficient feedback regarding Chief Moore's performance which would establish a true evaluation.

Chair Jung asked about adding Kim Toulouse to the list. She said he was very involved and would be a great resource for input.

On the call for public comment, a letter from Ross K. Rytting was submitted and placed on file with the Clerk.

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

**16-025F      AGENDA ITEM 9** Announcements/Reports.

Chief Moore stated the strategic plan refresh would be held at the Washoe County Complex on March 17th.

Commissioner Lucey thanked Chief Moore and his staff for providing coverage to the Gerlach area. He suggested creating a position for a Fuel Management Officer who could assist with the fire hazard assessments. He was excited for the strategic plan refresh and said the session would bring citizens together to discuss the direction for the next 5 to 10 years.

Chief Moore stated Commissioner Lucey had been asking about a succession plan. He indicated in his report there was a document that identified the steps

one needed to take to advance to the next level. He explained it was an ongoing process. He said he wanted to review entry-level staff for career path advancement and upper management staff to ensure there were qualified candidates for the Chief's position when the time came. He heard from staff that additional mentoring was needed to prepare for advancement. He noted his staff was excited about the succession planning and he thought it was important to hone the skill levels of the firefighters before the senior firefighters retired. He said the strategic planning process would create a vision for the future. He indicated his goal was to determine what issues were important and to act on them.

Commissioner Lucey applauded Chief Moore for his report and the progress he was making. He thought there were time restrictions for firefighters to advance and wanted to see them advance faster if possible.

Commissioner Hartung asked for a presentation about the benefits of using Construction Manager at Risk (CMAR) and the requirements for a contractor to apply.

**16-026F**      **AGENDA ITEM 10** 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.

**16-027F**      **AGENDA ITEM 11** Public Comment.

Cathy Brandhorst spoke about matters of concern to herself.

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**9:54 a.m.** There being no further business to come before the Board, on motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, the meeting was adjourned.

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**KITTY K. JUNG**, 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:*  
*Doni Gassaway, Deputy County Clerk*



**2016**  
**REGIONAL HAZARDOUS MATERIAL**  
**RESPONSE AGREEMENT**

Between the

City of Reno

City of Sparks

Truckee Meadows Fire Protection District

## REGIONAL HAZARDOUS MATERIAL RESPONSE AGREEMENT

This is an Interlocal Agreement (hereinafter referred to as "Agreement") authorized under NRS 277.180, between the City of Reno, on behalf of the Reno Fire Department (hereinafter referred to as "Reno"), the City of Sparks, on behalf of the Sparks Fire Department (hereinafter referred to as "Sparks"), and the Truckee Meadows Fire Protection District (hereinafter referred to as "Truckee Meadows"), all of which are political subdivisions of the State of Nevada and may be referred to singularly as "Agency" or collectively as "Agencies". This Agreement supersedes the previous Agreement executed by the Agencies in December 2004/January 2005.

The purpose of this Agreement is to provide a Regional Hazardous Material Response Team (hereinafter referred to as "Team") capable of responding to and mitigating emergencies cause by hazardous material spills, releases, or incidents within the combined response areas of the Agencies. The proposed response system is based upon the need to provide response capabilities consisting of specialized training and equipment that are beyond the scope of the current response system provided by each individual Agency.

This Agreement is not intended to alter or in any way affect any other existing agreement between the Agencies. This Agreement will remain in force and effect unless it is amended, modified or terminated pursuant to the terms more fully described below.

In an attempt to further the interests of each Agency and in consideration of the mutual promises describe herein, the Agencies agree as follows:

### **1. Organizational Structure:**

- (a) The Team will consist of 36 trained members employed by the Agencies. Reno will strive to provide 18 members, Sparks will strive to provide 9 members, and Truckee Meadows will strive to provide 9 members, however, the actual numbers may be adjusted up or down depending on the actual need as established through experience in operating the program.
- (b) The Team will be equally divided between work shifts if possible. The individual Team members who are on duty will be ready to respond as needed. Off duty personnel may be recalled to duty as needed.

- (c) The Fire Chiefs, which reference either collectively or individually in this Agreement includes duly authorized designees of the Agencies, will cooperate to prepare an operational manual describing the details of the operation and common reporting system. The Fire Chiefs shall designate one of the Agencies to be the designated fiscal Agency for purposes of holding and disbursing funds under the Agreement. This designation may be changed in accordance with the procedure set forth in paragraph (d).
- (d) For any decision of the budget, purchases, annual contribution, changing language in the Agreement, or other situation where there is a dispute, the Fire Chief of the City of Sparks will have one (1) vote, the Fire Chief of the City of Reno shall have one (1) vote, and the Fire Chief of the Truckee Meadows Fire Protection District shall have one (1) vote. The majority of the votes shall determine the action taken.

## **2. Equipment and Supplies**

- (a) The Agencies will cooperate to acquire specialized equipment and supplies for use by the Team. The Agencies shall vote on annual contributions to the Team. The minimum annual contribution for each Agency is \$16,000. The Fire Chiefs shall have authority to vote on any increases in annual contribution and any such increases will require a unanimous vote.
- (b) The Agencies will determine the type and amount of equipment to be purchased for collective use by the Agencies. The Fire Chiefs will collectively administer and control a special fund held by the designated fiscal Agency, currently the Reno Fire Department, for the purchase of the equipment covered in the Agreement.
- (c) It is anticipated that there will be a need for items such as capital expenditures, training, equipment replacement, and operational costs in the future. The expenses so incurred will be divided equally between the Agencies.
- (d) Equipment purchased will be stored at a location determined by the Agreement of the Agencies with a guarantee that said equipment will be delivered to an emergency, without delay, for collective use by members of the Team. When other emergencies occur in a jurisdiction that could pre-empt or delay the delivery of such equipment, notification shall be immediately made to the requesting Agency



so that it can coordinate the delivery of the equipment.

- (e) Each Agency will have the option of individually or jointly labeling the equipment according to their inventory control procedures.

### **3. Decision Making Process**

- (a) All decisions including items to be purchased, budgeting, and training programs and manuals will require a majority vote of the Fire Chiefs or their designees.

### **4. Recovery of Expenses**

- (a) Requests for assistance shall be provided without expectation of reimbursement for the first twelve (12) hours of response. Should the Responding Agency remain on an incident in excess of twelve (12) hours, reimbursement shall be calculated from the time of the request to the Responding Agency.
- (b) In order to reduce the fiscal and legal liability of the Agencies to the Agreement, the Agencies will cooperate to provide advance notification to all surrounding communities and political jurisdictions of the conditions, both financial and cooperative, that must be met in the event that the Team is requested to assist at an emergency in their jurisdiction.
- (c) If money can be recovered from an individual or company responsible for an incident within the jurisdictional boundaries of any Agency, the Agency within whose jurisdiction the incident occurred will attempt to collect all expenses incurred by all Agencies and reimburse the other Agencies in proportion to the actual expenses, less costs of collection.

### **5. Response Procedure**

- (a) In the event of an incident which requires the services of the Team, the Fire Chief of the Agency within whose boundaries the incident occurs, or his designee, will notify the other Agencies of the need for assistance. The other Agencies will dispatch such personnel and Team equipment they may have as per the request of the calling officer.

## **6. Direction of Operations**

- (a) The Agency within whose jurisdiction the incident occurs will be primarily responsible for the direction of the operations. The Fire Chief of that Agency, or his designee, will have the responsibility and authority to direct all individuals, regardless of their status as employees of the other Agency, and to release the other Agencies in whole or in part as conditions warrant.
- (b) It is understood and agreed that each purchase of equipment and expenditure of funds for the Hazardous Material Response Program comes under the practices and policies of the jurisdiction administering such funds. Appropriate authorizations consistent with current law will be maintained pertaining to such equipment.
- (c) The jurisdiction where the incident occurs will assume necessary liability for personnel operating from other jurisdictions consistent with public policy and the terms and conditions of this Agreement. Under no circumstances will cooperating Agencies be held responsible for emergencies occurring outside their political jurisdiction, so long as they remain on duty and are not grossly negligent. Further, each Agency shall provide their respective employees worker's compensation coverage, salaries and related benefits. Notwithstanding the foregoing, pursuant to NRS 277.180, the parties to the Agreement shall be deemed joint employers for immunity from liability under Nevada's worker's compensation laws.

## **7. Resolution of Disputes**

- (a) If a dispute among the Agencies cannot be resolved by the Fire Chiefs, the matter will be presented to the City Managers of Reno and Sparks, and the Chairperson of the Board of Fire Commissioners for resolution. If an agreement cannot be reached at that level, an Agency may withdraw immediately from this Agreement. Any Agency withdrawing from this Agreement as a result of non-resolution of a dispute is subject to the conditions listed in Section 8, part (b).

## **8. Termination of Agreement**

- (a) Except as provided above, the Agreement may be terminated by mutual consent of all the Agencies or unilaterally by any Agency without cause upon ninety (90) days

written notice. The Agencies expressly agree that this Agreement shall be terminated immediately if any Agency's funding ability supporting this Agreement is withdrawn limited, or impaired. If this event occurs, the affected Agency shall immediately notify the other Agencies in writing.

- (b) Any Agency which unilaterally terminates this Agreement shall forfeit any and all ownership interests in any and all apparatus, equipment, supplies, and cash-on-hand held or owned by the Team.
- (c) The remaining Agencies may continue this Agreement subject to such modification that may be necessary to redistribute the obligation, responsibilities and assets.
- (d) If the Team is terminated by mutual consent of all the Agencies, all jointly purchased equipment and supplies will be divided and returned in proportion to the monetary contribution of the Agencies or, where appropriate, based upon the original acquisition of the equipment or supplies by the respective Agencies and all cash-on-hand will be divided equally among the Agencies.

#### **9. Hold Harmless**

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

#### **10. Third Party Beneficiaries**

- (a) This Agreement is not intended to create, or to be construed to create, any right or action on the part of any person or entity not signatory to the Agreement, nor



create the status of third party beneficiaries for any person or entity.

**11. Amendments and Modifications**

- (a) This Agreement constitutes the entire Agreement of the parties and is 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 otherwise expressly authorized by the terms of the Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

**12. Assignment**

- (a) A party shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other parties.

**13. Governing law; Jurisdiction**

- (a) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.

**14. Execution on Counterparts and Signatures**

- (a) This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic or facsimile signature shall be valid for all purposes.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

By: Kitty Jung  
Kitty Jung, Chair, Board of Fire Commissioners

Dated this 15 day of March, 2016.

ATTEST:

Dancy L. Law  
Washoe County Clerk

APPROVED AS TO FORM:

D. J. Williams  
District Attorney

**CITY OF RENO**

By: \_\_\_\_\_  
Hillary Shieve, Mayor, City of Reno

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Reno City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Reno City Attorney

**CITY OF SPARKS**

By: \_\_\_\_\_  
Geno Martini, Mayor, City of Sparks

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Sparks City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sparks City Attorney