

**BOARD OF FIRE COMMISSIONERS**

Marsha Berkgigler, Chair  
Kitty Jung, Vice-Chair  
Bob Lucey  
Vaughn Hartung  
Jeanne Herman

**FIRE CHIEF**

Charles A. Moore

**ASSISTANT DISTRICT ATTORNEY**

Paul Lipparelli



**NOTICE OF JOINT MEETING AND AGENDA - AMENDED  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
SIERRA FIRE PROTECTION DISTRICT**

**11:00 a.m.**

**Tuesday, January 27, 2015**

**Washoe County Administrative Complex, Commission Chambers  
1001 E. Ninth Street, Reno, Nevada**

**NOTE:** Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later.

The Washoe County Commission Chambers is accessible to the disabled. If you require special arrangements for the meeting, call the County Manager’s Office, 328-2000, 24-hours prior to the meeting.

**Time Limits.** Public comments are welcomed during the Public Comment periods for all matters, whether listed on the agenda or not, and are limited to three minutes per person. Additionally, public comment of three minutes per person will be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Board meeting. Persons may not allocate unused time to other speakers.

**Forum Restrictions and Orderly Conduct of Business.** The Board conducts the business of the District and its citizens during its meetings. The presiding officer may order the removal of any person whose statement or other conduct disrupts the orderly, efficient or safe conduct of the meeting. Warnings against disruptive comments or behavior may or may not be given prior to removal. The viewpoint of a speaker will not be restricted, but reasonable restrictions may be imposed upon the time, place and manner of speech. Irrelevant and unduly repetitious statements and personal attacks which antagonize or incite others are examples of speech that may be reasonably limited.

**Responses to Public Comments.** The Board can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Board. However, responses from Board members to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Board will consider, the Board members may choose not to respond to public comments, except to correct factual inaccuracies, ask for staff action or to ask that a matter be listed on a future agenda. The Board may do this either during the public comment item or during the following item: “\*Commissioners’/Chief’s Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda”.

Pursuant to NRS 241.020, the Agenda for the Board of Fire Commissioner Meetings has been posted at the following locations: Washoe County Administration Building (1001 E. 9<sup>th</sup> Street, Bldg. A), Washoe County Courthouse-District Court Administrator/Clerk of Court (75 Court Street), Washoe County Central Library (301 South Center Street) and Sparks Justice Court (1675 East Prater Way) and Washoe County’s website at [www.washoecounty.us/bcc](http://www.washoecounty.us/bcc).

Support documentation for the items on the agenda, provided to the Board of Fire Commissioners is available to members of the public at the District’s Admin Office (1001 E. 9th Street, Bldg. D, 2<sup>nd</sup> Floor, Reno, Nevada) Sandy Francis, Administrative Assistant I, phone (775) 328-6124 and on the County’s website at [www.washoecounty.us/bcc](http://www.washoecounty.us/bcc) ; and <https://notice.nv.gov>.

All items numbered or lettered below are hereby designated **for possible action** as if the words “for possible action” were written next to each item (NRS 241.020). An item listed with asterisk (\*) next to it is an item for which no action will be taken.

11:00 a.m. \*1. Call to order/roll call for each entity.

\*2. 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.

3. 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.

\*4. 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

5. 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.

6. 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.

7. 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.

8. Possible Closed Session for the purpose of discussing labor issues with Truckee Meadows Fire Protection District per NRS 288.220.

\*9. 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).

\*10. 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.

11. Adjournment.

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

TUESDAY

11:00 a.m.

OCTOBER 28, 2014

PRESENT:

**David Humke, Chairman**  
**Bonnie Weber, Vice Chairperson\***  
**Marsha Berkgigler, Commissioner**  
**Vaughn Hartung, Commissioner (via telephone)**  
**Kitty Jung, Commissioner**

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

The Board convened at 11:33 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

**14-0143F     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."

In response to the call for public comment, Joe Schum, Truckee Meadows Firefighters IAFF Local 3895 President, said the Board would be voting on the Collective Bargaining agreements between the District and Local 3895. He stated agreements had been reached after many months of negotiations. He said Local 3895 appreciated all of the work that went into the agreements by management and by labor, and they looked forward to the continued partnership in keeping the District fiscally sustainable and providing the highest level of service to the citizens.

**14-0144F     AGENDA ITEM 3**

**Agenda Subject:** "Consent Items: Approval of minutes from Board of Fire Commissioners meeting August 26, 2014 and September 23, 2014."

There was no public comment on this item.

**AGENDA ITEM #3A**

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

**14-0145F      AGENDA ITEM 4**

**Agenda Subject: "Fire Chief Report: A) Report and discussion related to fire district operations, B) Monthly Statistics, C) Volunteer Report."**

Fire Chief Charles Moore said the State Fire Marshal's assessment of the smart meters was published in the *Reno Gazette-Journal (RGJ)*. He stated one of his Captains was a licensed electrical engineer, which helped him in trying to identify what was happening. He stated it was peculiar that the smart-meter fires were limited to the Cities of Reno and Sparks, and none occurred in the District's jurisdiction or in rural or southern Nevada. He said one of the local installers called him and said he personally believed the problem was not the meter, but how they were installed. He stated the installers were paid on a per-installation basis and sometimes they put them in a little too fast. He noted in Illinois there had been smart-meter fires where some of the wiring in the base was corroded. He believed the problems were not related to the meters, but either to the installation or the base wiring.

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Chief Moore advised some structural changes would be made to the volunteer-training program, which he felt would improve their training over time. He stated there were also recommendations he would like to defer until the new Board was seated in January, but for now some short-term improvements would be made. He said the Training Captains would be moving from eight-hour days five days a week to 24-hour days, which meant there would always be a Training and Safety Officer on duty to accommodate drills and training for the volunteers who typically trained after 5:00 p.m.

Chief Moore said the Board paid him a lot of money to be analytical and to direct the taxpayer's resources towards keeping our citizens safe, and he felt the areas of safety, capability, and risk management were what needed to be reformed with the volunteers. He stated Sandy Munns had been a longtime volunteer and worked for the City of Reno until he retired. He said he would contract with Chief Munns to help him focus on what the volunteers needed to increase their level of safety and capability and to manage the risk management issues that came up. He stated the Occupational Safety and Health Administration (OSHA) demanded the volunteers be as capable as the paid staff. He said with training came safety and, when those two components were satisfied, the District would have a good handle on the risk management component. He stated OSHA would ask to see the training records if a volunteer was injured during a call.

Chief Moore said in the past, the volunteers had been largely responsible for their own training, but that needed to change. He said the volunteers would be able to go through a Firefighter 1 Academy held at the Truckee Meadows Community College (TMCC), which would start in the spring. He stated new web-based software had been implemented, which would allow the volunteers to view training on a particular topic,

such as detecting Ebola. He said the District was trying to make training easier for the volunteers who were short on time but long on dedication and the willingness to serve.

Chief Moore said when the new Board was seated in January, he wanted to discuss the volunteers responding to all types of calls, which required an enormous amount of training. He stated it was hard enough to keep the career staff trained at that level let alone nine volunteer departments. He stated the question was should every volunteer department be an all risk department, and going forward it might mean redefining the volunteers' mission. He stated in some instances the answer would be yes because of the department's geography, such as Red Rock being so far out, and some departments might want to focus on wild-land fires.

Chief Moore stated progress was being made on the Volunteer Handbook, which would make sure the different volunteer departments were doing things the same way.

Chief Moore said regarding a recent structure fire off of Geiger Grade, the family was alerted to the garage fire by a smoke detector and was able to get out along with their pets. He stated the damage was limited to the garage. He said that was a prime example of the value of smoke detectors paying off.

Commissioner Hartung noted mutual aid was given to the City of Reno, and he asked what the incident involved. Chief Moore believed it was a small brushfire. Commissioner Hartung asked if that was a medical call that Engine 35 responded to in Verdi. Chief said probably not because by definition, mutual aid meant both agencies had to be on the scene. He stated without going back and looking at the record, he did not know about that specific call.

Commissioner Jung said the Chief did a great job with righting the volunteers' ship, which was not easy. She stated there had been quite a history of the volunteers not being uniformly trained or getting their physicals. She said she wanted to recognize the Chief for increasing their safety, their capabilities, and ensuring they knew how to manage their own risks with the help of the risk management team. She said in the long run that would mean having a very capable volunteer staff, which would also give the career staff confidence in the volunteer's ability to supplement them during a response.

Chief Moore said it was a paradox of firefighting that firefighters did not want anyone's home to catch fire, but the reality was those events happened. He said the firefighters trained hard for those events, and the volunteers trained very hard and wanted to participate. He felt it was peculiar that about 60 percent of the structure fires happened in Sun Valley and Spanish Springs, which left only a few structure fires for the volunteers to respond to. He stated one of the volunteer's frustrations was they trained hard and did not get to put their skills to use very often. He said one of the elements of reforming the volunteers was to encourage them to participate with the career crews, which was one of

the components of the reserve program. He stated experience was what the volunteers needed.

Commissioner Berkbigler said her major concern was the volunteer firefighters' lack of training would put the career firefighters in danger. She appreciated the Chief's work on getting the needed training for the volunteers, which was a big job.

Chairman Humke recalled the Interlocal Agreement with the City of Reno opened up their training to all of the District's career and volunteer firefighters. Chief Moore believed the City of Reno offered training in the District's stations for the District's volunteers, but not within the City's limits. Chairman Humke asked if the training by the Cities of Reno and Sparks and the North Lake Tahoe Fire Protection District were open to the District's volunteers. Chief Moore said often joint training exercises were done, such as a recent simulation of a gas-line explosion with the City of Sparks and the gas company. He stated it was not common, but they did get together periodically, particularly for HAZMAT training, with the Cities of Reno and Sparks.

Commissioner Hartung asked if Chief Munn's role would be to oversee the volunteers full time and would he be their contact person. Chief Moore replied Chief Munn would be the Program Manager and the volunteer's primary point of contact. He stated he would help design the task book along with working on revisions to the Volunteer Handbook and the job performance reviews. He stated every volunteer would have the task book, but Chief Munn would not necessarily have to deliver the training, which could be done by any of the Station Captains. He said the Training Captains could also do a joint exercise with a particular volunteer, station, or company and could look at their skills, provide comments and coaching, and then sign off on that volunteer so there would be a record of every volunteer completing every skill annually. He said Chief Munn would be part time for right now, but eventually the position would be for a full time Volunteer Program Manager. He said that position was needed, and would be added when the budget could handle it. Commissioner Hartung stated he would like to see a single point of contact for the volunteers to take ideas or concerns to.

Chief Moore noted he and his command staff had been hosting monthly meetings with the Volunteer Chiefs. He said he planned to change the monthly meetings to meetings where he and Chief Munn would meet with each volunteer agency one-on-one. He stated that would allow them to better understand each agency's needs and to let them know what the District needed from them, which would accelerate the coordination with nine departments. Commissioner Hartung felt someone with Chief Munn's background and capabilities would be the perfect candidate, and the Chief was on the right track with the volunteer program. Chief Moore advised the Volunteer Chiefs were excited as well. Commissioner Hartung said we had a great volunteer program and it could only get better.

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

14-0146F AGENDA ITEM 5

**Agenda Subject:** “Authorize the Truckee Meadows Fire Chief, in conjunction with the Washoe County Civil Attorney’s office, and Washoe County Property Program Manager, to begin negotiation on the potential acquisition of a subject property APN 044-300-09 (and a portion of APN 044-300-10), for a replacement location to accommodate Fire Station #14 located in the vicinity of Foothill Road and S. Virginia Street; further, if staff is able to achieve an acceptable acquisition price, authorize the Fire Chief to perform any due diligence as needed, including Phase I and Phase II, and if the acquisition is acceptable staff shall return to the Board of Fire Commissioners for review of the terms and final approval of the acquisition. (All Commission Districts)”

Fire Chief Charles Moore said if the Board of Fire Commissioners (BOFC) approved this item, negotiations would begin on the purchase price. He said an architect would be hired to figure out the building configuration, which would determine how much of the two to five acres would be purchased. He said the vision was for it to be a community fire station along the lines of the Sun Valley station. He displayed a picture and a map of the possible location for Fire Station 14, which would be located at the intersection of Broken Hill Road and Foothill Road, and pictures of the current fire station. He said Station 14 supported operations to the south and north and the new location would allow for faster response times into Hidden Valley and Caughlin Ranch. He stated Station 14 was in the middle of the District’s service area and responded when anything big happened.

Chief Moore said the current station was within the City of Reno’s boundaries and was located in the middle of a shopping center that had a lot of traffic going in and out, which interfered with the firefighters getting to an emergency. He stated the station was very dated, flooded during heavy precipitation, and had modular trailers in the back for living quarters. He felt the highest and best use for the land would be to redevelop it into some type of commercial use and to move the station closer to the areas served. He said if this item was approved, the timeline would be to have an architect draw up the plan sometime in 2015 and to complete the station by the end of 2016. He stated it took a lot of time to plan and build a station and the first step was to find a site that would work. He said this property was found after a lot of analysis and Geographic Information System (GIS) testing of response times to the service area, and it would work very well for the District. A copy of the pictures and map were placed on file with the Clerk.

Commissioner Berkbigler recalled the fire station sat on land owned by one developer, and had anyone talked to that developer. Chief Moore stated the developer was anxious to purchase the property if a sale price acceptable to both parties could be reached. He said the sale money would be advanced up front and the property would be turned over to the developer for redevelopment once the station was vacated.

Chairman Humke stated the photo showed green and orange sections for a total of five acres, and he asked if all five acres would be needed. Chief Moore said that



was why the District needed the help of an architect. He said as first envisioned, this project would contain a community fire station and a logistics center, while the District's administrative functions would move there at some point. He stated he no longer wanted to move the project in that direction and now the plan was for it to only be a community fire station. He said the administrative functions and the logistics center would remain at the County Complex long term. He stated with that reduced functionality, he believed the station would only require three acres or less.

Chairman Humke asked about the 0.3 acre parcel designated as APN 044-300-09. Wendy Pitts, Washoe County Property Program Manager, said that parcel would allow doing a boundary-line adjustment instead of creating a whole new parcel. She stated the seller also wanted to provide a little buffer between the station and its neighbors by putting in some landscaping. Chairman Humke asked if the other two parcels were owned by the same person. Ms. Pitts replied they were, and he was a willing seller who approached the County and would like to do this sooner rather than later.

Commissioner Hartung noted this agenda item was styled for the acquisition of the parcel and did not address the disposition of the existing Station 14. Chief Moore said there were no active negotiations happening for the sale of the current site. He stated if the BOFC authorized this item, the District had enough cash to purchase the property. He said they could simultaneously sell Station 14 to help fund hiring an architect and generating the construction documents. He stated if anything was left over, it could go towards the construction costs. He said he would have to defer to legal counsel regarding whether or not they would have to come before the BOFC to negotiate the sale price, but certainly the BOFC would have to approve the sale. Commissioner Hartung said he wanted to clarify this item was only about the acquisition of the new property, because there had been some discussion about the disposition of Station 14.

Paul Lipparelli, Legal Counsel, noted the acquisition of property by a governmental entity was getting trickier. He said some courts were issuing decisions that indicated even the planning stages of property acquisition by governments using their eminent-domain powers could affect the value of the property. He stated this item involved a willing seller and the District was not threatening to use eminent domain to acquire the property. He said further approvals by the BOFC would be necessary. He said this item was about the acquisition of a new parcel and made no reference to the disposition of the old parcel. He stated to dispose of the old parcel, the BOFC would need to act on a future agenda item.

**12:12 p.m.\*** Commissioner Weber arrived at the meeting.

Chairman Humke said the bare land near the proposed station site was likely zoned commercial. He stated he would not want the District to get into the situation it was in currently with having to deal with heavy traffic. Chief Moore believed at least the portion of the land up against Virginia Street was zoned commercial, and he felt the parcel to the east would be developed as commercial at some point. Chairman Humke noted Foothill Road transitioned to South Meadows Parkway, which had a freeway

entrance that was approximately a quarter of a mile away and would facilitate getting the rigs to Caughlin Ranch and other places as quickly as possible. Chief Moore said it was very strategic for the vehicles to be able to get on the Interstate quickly.

Commissioner Jung asked if the EMS survey was consulted to identify if this area needed a fire station. Chief Moore replied he did not consult it. Commissioner Jung asked him to look at that. She asked what money in the Capital Improvement Fund (CAP) the Chief wanted to expend. Chief Moore said there was the cash available to make a purchase or some cash and proceeds of the sale of the existing station could be used to at least secure the land. He felt it was likely the District would have to bond at least some portion of the construction costs, and it was too early to be able to know what those costs would be. He said part of what they wanted the architect to do was to forecast what those costs would be, so that forecast could be compared against the District's available financial resources to see how much debt would need to be incurred. Commissioner Jung asked for all of that financial information when the Chief brought this back. She said the staff report indicated the Chief was working with a real estate specialist and six viable options were looked at. She stated she needed to see the justification for the location chosen. She asked the Chief to keep looking everywhere and not just at this one person who felt we were sold on their property.

Commissioner Jung asked if a community center was different than a fully functional fire station. Chief Moore said his description was a community fire station as opposed to a headquarters station. He stated he considered relocating the administrative functions to the new station, because the space the District had in the complex was getting cramped. He said the logistics facility at the Armory leaked and was no longer viable, but he no longer wanted to put them at this site. He noted a community fire station meant it was an operational fire station, but it might be possible to include a community room. He said in the existing Station 14, the Sheriff had a small office for the Deputies to do reports, which might also be a component of the new station. Commissioner Jung asked if it would be expected for the Sheriff to put in some money from his budget for that. Chief Moore replied it would be expected. Commissioner Jung asked if the new station would require further staffing. Chief Moore said it simply involved moving the staff from the old station 14.

Chairman Humke asked if the Sheriff's Office would move with the fire personnel. Chief Moore said he would ask the new Sheriff if he wanted a presence there and how much room they would need if they did.

There was no public comment on this item.

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

14-0147F AGENDA ITEM 6

**Agenda Subject:** “Discussion and possible approval of a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Firefighters Association, IAFF Local 3895 for a four year term, and if approved, authorize the Chairman to sign on behalf of the Board. (All Commission Districts)”

Fire Chief Charles Moore said a typographical error was corrected in the documents to be signed. Page 20, Item 1 under A. Accrual Rates, should be 7.0 hours instead of 7.5 hours.

Chief Moore noted it was a four year agreement. He stated at the outset of the negotiations, he challenged labor that the District must be financially solvent during the short and the long term; and he felt labor engaged him very professionally. He stated the District was doing well and was able to share some of those financial resources with its employees who worked very hard for the District. He said what the taxpayers were getting was a financially sustainable four-year contract. He stated there were 2 percent cost of living raises across the four years and retiree health was being offered for all new employees hired after July 1, 2014 with Medicare becoming the primary insurance after age 65. He said there was also a commitment by the District to fund the Public Employees' Retirement System (PERS) increase if there was one. He stated staff was confident the contract was affordable and recommended Board approval. Chairman Humke asked how much the PERS increase varied over the years. Chief Moore said it was usually below 2 percent. Chairman Humke stated the forecast depended on who you were talking to.

Commissioner Hartung thanked the District's negotiating staff and Local 3895 for coming up with a four-year agreement, which was rarely heard of anymore. He stated the firefighters were doing a great job for the County, and he continually heard great things about them. Chairman Humke said Commissioner Hartung called attention to the high degree of collaboration and cooperation between management and labor, and he believed all of the Commissioners would share in that praise for all sides. Commissioner Jung thanked everyone who was a part of the collective bargaining team.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler which motion duly carried, it was ordered that Agenda Item 6 be approved and authorized with the correction noted by Chief Moore.

**14-0148F      AGENDA ITEM 7**

**Agenda Subject:** “Discussion and possible approval of a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Chief Officers Association for a two year term, and if approved, authorize the Chairman to sign on behalf of the Board. (All Commission Districts)

**12:30 p.m.** Chairman Humke left the meeting and Vice Chairperson Weber assumed the gavel.

Fire Chief Charles Moore said this agreement was for two-years, which was done so the negotiations for the District’s two labor groups would be done in off years. He said the Chief Officers worked very hard to command large fires and incidents in a very vast service area, and he was very proud of the work they did.

There was no public comment on this item.

On motion by Commissioner Berkgler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 7 be approved and authorized.

**14-0149F      AGENDA ITEM 8**

**Agenda Subject:** “Recommendation to approve a reclassification request of a Program Assistant, pay grade K, to a Purchasing Agent (Buyer), pay grade L, as evaluated by the Washoe County Job Evaluation Committee. Net annual cost of this action is estimated at \$5,400. (All Commission Districts)”

Fire Chief Charles Moore said he was reorganizing the District’s administrative staff and would be bringing the District’s purchasing function internal to help relieve the burden on County staff.

There was no public comment on this item.

**12:35 p.m.** Chairman Humke returned to the meeting.

On motion by Commissioner Jung, seconded by Commissioner Berkgler, which motion duly carried, it was ordered that Agenda Item 8 be approved.

**14-150F      AGENDA ITEM 9**

**Agenda Subject:** “Recommendation to approve a reclassification request of a currently frozen Administrative Assistant II position, pay grade L, to an Administrative Assistant I, pay grade K, to be consistent with the recommended

staffing level as evaluated by the Washoe County Job Evaluation Committee. (All Commission Districts)”

**12:36 p.m.** Chairman Humke assumed the gavel.

Fire Chief Charles Moore explained the reason for the change as shown in the staff report.

There was no public comment on this item.

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

**14-0151F** **AGENDA ITEM 10**

**Agenda Subject:** “Discussion and possible approval of Amendment No. 1 of Employment Agreement between Truckee Meadows Fire Protection District Board of Fire Commissioners and Charles Moore. (All Commission Districts)”

Fire Chief Charles Moore said his contract expired April 1, 2015 and this amendment would extend it to June 2018. He stated the Board wanted to do a salary adjustment at his evaluation, which he deferred until the employment agreements were done. He said the amendment included a request for a uniform allowance and for compensatory time, which was embedded into County Code and would be consistent with what most of the other Department Heads received. He stated he would track the hours he worked in excess of 40 hours and would use some of that time as flextime.

Commissioner Harung commented on the great job Chief Moore did for the County, and he was very pleased with the Chief’s performance.

Commissioner Jung said she was concerned with granting the Chief compensatory time, because the County was moving away from doing that for the Department Heads per the direction by the County’s Human Resources (HR) Director. She said the Chief was expected to work more than 40 hours to get the job done and his time was his to track and flex if time was available. She stated there was legal trouble in some departments over compensatory time, and people had been let go because they had figured out ways to get paid for their compensatory time. She stated HR had not looked at changes to the County’s policy and procedures since the 1980’s. She said she did not support giving compensatory time to the Chief as part of his agreement, because she felt doing so was arbitrary, unprofessional, and ripe for abuse. She stated she was not saying he did not deserve his time, but was saying she trusted him to know when it was appropriate. She said she did not want the time tracked and negotiated if he should choose to leave. She stated he was doing a great job and this issue was not directed against him. Chief Moore stated the HR Director recommended he have compensatory time in his employment agreement, and he noted there was no cash value to it. He stated it would be a tracking mechanism. He said he flexed his time quite often, because his

workweek could be from 40 to 60 hours, which he did gladly. He stated when he wanted to take time off, he looked at the additional management hours he accumulated and offset them by taking a day off once in a while. He stated he did not abuse the additional management hours, but tracked them. He said he was fine if the Board wanted to remove the compensatory time from his agreement.

Commissioner Berkbigler believed the Chief would not abuse taking compensatory time under any circumstances, but she agreed with Commissioner Jung on this issue. She stated corporate officers did not get compensatory time because they were expected to work however many hours they had to and was why they got compensated at a higher rate. She felt it should be removed from every contract at the Chief's level. Commissioner Weber stated she did not necessarily agree because, if others were getting compensatory time, it should at least be considered for the Chief. Commissioner Jung advised compensatory time was done for the Chief and the County Manager. She said when the Board discussed the Manager's contract, she would ask that it be removed from his contract also. She stated she would appreciate Commissioner Weber's support because having compensatory time was an archaic practice, which had been criminally abused by some.

Chairman Humke said he understood the Chief had been directed to place the compensatory time in his contract by the HR Director. Commissioner Jung stated this was our employee and our contract. Commissioner Jung felt compensatory time had been sufficiently cleared up at the federal level, and the Chief did not come under those payment requirements.

Chief Moore believed the end result would be the same, because he tracked his additional management hours for things he attended outside of the normal eight-to-five workday. He stated he appreciated that the Board did not mind if he flexed a day off here and there when he accumulated lots of hours over 40. He said he had no issue with striking that provision from the agreement. He stated he wanted to be very upfront with the Board and the public that he did not get paid by the hour, but to get the job done. He stated he wanted to track his hours someway, so the Board and public could see what the additional management hours were for.

Commissioner Hartung said he understood Commissioner Jung's intent, because there had been some employees who looked at this as being a part of their benefit package, which it was never intended to be. He stated he also understood the Chief's position with putting in numerous additional hours and taking time off to attend to family needs. He suggested putting some type of language in the agreements that would give the Chief and the County Manager the flexibility to deal with personal scenarios as needed. Commissioner Berkbigler said she did not feel it was necessary to have that language in their contracts. She said it was understood senior executives worked a lot of hours and flexed their time to do what they needed to do. Paul Lipparelli, Legal Counsel, said context was important in the Board's discussions, but what was in front of the Board today was the Chief's agreement and not the broader subject of compensation plans countywide and what might apply to other officers. He stated the Board could make

whatever decision it liked regarding the Chief's contract, but the Chief made it clear he would work whatever hours it took to get the job done and would take time off occasionally to balance against the time needed to get the job done. He said removing compensatory time from the contract would have the effect of not entitling the Chief to track his time as compensatory time and take it hour-for-hour as traditional compensatory time was used. He stated it would not prevent the Chief from continuing to use his discretion to work when he needed to and to take time when he needed to.

Commissioner Weber said the compensatory time should be deleted from the agreement, and the Chief should do it the way he had been doing it.

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 10 be approved with paragraph 4A being removed.

**14-0152F      AGENDA ITEM 11**

**Agenda Subject: "Discussion and possible action authorizing the Chairman to terminate the Agreement between Truckee Meadows Fire Protection District and Wells Fargo Insurance Services USA, Inc. for Group Insurance Broker and Advisory Services effective December 31, 2014. (All Commission Districts)"**

Fire Chief Charles Moore said there had been problems with customer service with the current broker, but 60 days' notice was required to terminate the agreement with them. He stated this needed to be done now due to the health insurance for the District's employees being rebid right after the first of the year. He said an agreement with a new broker would be brought to the Board during December.

There was no public comment on this item.

On motion by Commissioner Berkgigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 11 be authorized.

**1:00 p.m.** The Board convened as the Board of County Commissioners (BCC) and remained convened as the Board of Fire Commissioners (BOFC).

**14-0153F      AGENDA ITEM 12**

**Agenda Subject: "Adopt a Resolution declaring the intent of Washoe County, Truckee Meadows Fire Protection District and Sierra Fire Protection District to withdraw all use of the property commonly known as the Boomtown Fire Station, APN 038-120-10, including of all improvements, and relinquish all rights thereto back to the owner, PNK Development 7 LLC, due to the relocation of the fire station**

**to the new Mogul location at 10201W. Fourth Street; and other matters properly related thereto. (Commission District 5)”**

Fire Chief Charles Moore said this Resolution formally gave what had been the Verdi Fire Station, including all improvements, back to the PNK Development 7 LLC.

Commissioner Hartung asked if the District was walking away from things that could be used elsewhere. Chief Moore said all of the reusable equipment was transferred to the new station.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 12 be adopted. The Resolution for same is attached hereto and made a part of the minutes thereof.

**1:03 p.m.** The Board recessed as the Board of County Commissioners (BCC).

**14-0154F** **AGENDA ITEM 13**

**Agenda Subject:** “Discussion and possible action referring to the Board of County Commissioners, a request by the Sierra Sage Golf Course Management Company President (Cal-Mazz Golf Management) to de-annex from the City of Reno and include the area into the boundary of Truckee Meadows Fire Protection District. (Commission District 2)”

Fire Chief Charles Moore said he received a letter from Mike Mazzaferri, Cal-Mazz Golf Management President, requesting de-annexing the Sierra Sage Golf Course from the City of Reno and putting it within the Truckee Meadows Fire Protection District’s boundaries, which were outlined in the letter that was Attachment 1 to the staff report. He stated the map, Attachment 3, clearly showed why this might or might not be a good idea. He said the issue of closest response was a contentious topic, but nevertheless, Station 13 could respond to medical emergencies at the Sierra Sage Golf Course property much faster than the City of Reno could. He understood the Board of County Commissioners (BCC) was the owner, so the purpose of this item was to gain Board of Fire Commissioners (BOFC) approval to move this forward for any potential action.

Commissioner Berkbigler asked if it would make sense to ask the City of Reno to draw the line outside of Station 13, which would put it within the County’s boundaries. Chief Moore said it would, and he would also recommend Mogul Station 35 be added to that request, which would put all of the District’s fire stations within the County’s boundaries.

Commissioner Hartung said approval was needed by this Board, but ultimately approval was also needed from the City of Reno regarding the de-annexation.



Chief Moore said the process was the request would be brought to the BOFC to be referred to the BCC and then it would go before the City of Reno.

Commissioner Hartung asked how this would affect the District's and/or the City of Reno's budgets. Chief Moore said it would not have an effect on the District's budget. He advised he did not know what impact it would have on the City's budget, because he did not know if any sales tax was involved. Commissioner Hartung asked if the property taxes would go from their District to ours. Chief Moore said he would guess the answer would be no due to it being owned by the County. Chairman Humke said it was run by a private nonprofit, but was owned by the County. Commissioner Hartung said it was a great golf course and the District should be providing service to them.

Commissioner Weber asked if the City of Reno was approached to see if this would be an issue. Chief Moore said he had not done that, but he believed County planning staff might have communicated to their counterparts at the City of Reno that this issue could be moving forward. Commissioner Weber felt it would be better to have that discussion, and she wanted to make sure that was done. She stated she supported doing this because there had been issues with the emergency responses to the Golf Course. Chief Moore said if there was a direct request to respond, the District was able to do that through the Good Samaritan principle; but Station 13 would not be dispatched if a citizen called 9-1-1 due to the dispatcher seeing the golf course was located within the City of Reno's jurisdiction. Commissioner Weber said that did not make sense and there should be some way to fix this.

Commissioner Jung commented Station 13 was completely surrounded by the City of Reno, and she asked how different that was from Station 14 in terms of the Chief's future plans. Chief Moore said what was different was the proposal to move the station out of the City of Reno and into the County's jurisdiction. Commissioner Jung asked if there were any plans to move this station because this did not seem to be a very good location and how would that track with the emergency medical services (EMS) study. Chief Moore felt this station was poised fairly well for the District to be able to respond for backup calls to Sun Valley and unincorporated Cold Springs. He said where it was located allowed for getting on the Interstate quickly. He stated Commissioner Weber asked about relocating the station to Lemmon Valley, but doing so would divide us between Gold Ranch and Lemmon Valley. He said without automatic aid, the station was in the best place to respond to the District's constituents. He stated if automatic aid came on to play someday, there might be a different decision to make with respect to the station's location.

Commissioner Hartung felt Cal-Mazz Golf Management asking the Board first about this was the proper way to go. He stated if the City of Reno decided they did not want to do it, then they could provide the reasons why they felt they were more capable of servicing the Golf Course than the District would be.

Fred Turnier, City of Reno Community Development Director, stated the County's planning staff did reach out to the City of Reno, and he confirmed there was a

process where the City Council would make the decision to de-annex the Sierra Sage Golf Course. He stated they would continue to work with the County's staff to determine what would be in the best interests of this property.

Chief Moore said it was brought to his attention that we might want to consider adding Station 13 and Station 35 to the de-annexation list. He said since they were not part of the agenda, he would bring those to the Board as a future agenda item if so directed.

Chairman Humke stated he wondered if it would be permissible to add Station 13 to the motion since it was shown on the map and was contiguous to the Golf Course. Paul Lipparelli, Legal Counsel, said he looked at the item's title, and he did not think the title was broad enough to include the other properties. He stated if other properties were situated like this, they could come back as a future agenda item or could come back as BCC item if the County owned the property. He said if it was property owned by the District, then the District would initiate the process.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that a request by the Sierra Sage Golf Course Management Company President (Cal-Mazz Golf Management) to de-annex from the City of Reno and include the area into the boundary of the Truckee Meadows Fire Protection District be referred to the Board of County Commissioners (BCC).

**14-0155F      AGENDA ITEM 14**

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

There was no closed session.

**14-0156F      AGENDA ITEM 15**

**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 said an automatic aid agreement with Pyramid Lake Fire would come before the Board in December. He noted Commissioner Jung had requested a Dashboard on the internal audit, which was completed and given to Allison Gordon, Internal Auditor. He said that would be brought back to the Board in December. He stated it was hoped the Volunteer Agreement would be complete in January. He said he would like to simultaneously present it to the Board and the volunteers and put it out for the public to look at. He stated he would bring to the Board an action item to de-annex Station 13 and Station 35 from the City of Reno and into the District's boundaries.

Commissioner Jung requested an organizational chart for the District. She said rather than reactive planning to any sort of population boom that we might see based on some economic development projects going on, she would like to start preplanning to maintain the District's sustainability and to defend against any annexations in the future. She stated the District depended on the taxes raised within the unincorporated area as its dedicated revenue source. Chief Moore clarified Commissioner Jung was asking about what impacts annexations by the Cities of Reno and Sparks would have on the District's revenue stream, along with looking at the impacts of new construction. Commissioner Jung said also anything legislatively or defensively we might be able to do. She stated calculations might indicate there would be little or no impact.

Commissioner Hartung said he wanted to know how the agreement with Pyramid Lake might affect the agreement with Storey County and the station in the Tahoe-Reno Industrial Center.

**1:28 p.m.** Commissioner Jung left the meeting.

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

**14-0157F** **AGENDA ITEM 16**

**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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**1:29 p.m.** There being no further business to come before the Board, on motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Jung absent, the meeting was adjourned.

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

**ATTEST:**

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

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

Pending Board Approval

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

TUESDAY

1:30 p.m.

DECEMBER 9, 2014

PRESENT:

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

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

ABSENT:

**David Humke, Chairman**

The Board convened at 1:53 p.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

**14-0160F     AGENDA ITEM 2 – PUBLIC COMMENT**

**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.

**14-0161F     AGENDA ITEM 3**

**Agenda Subject:** “Consent Items: Authorize the payment of the workers’ compensation insurance for the Truckee Meadows Fire Protection District to the Nevada Public Agency Insurance Pool Public Agency Compensation Trust (PACT), for the period of July 1, 2014 through June 30, 2015 for an annual estimated premium of \$1,019,867.”

Commissioner Hartung asked whether the premium expenditure existed in the Fire District’s General Fund budget or the County’s General Fund budget. Fire Chief Charles Moore said it existed in the Fire District’s budget.

There was no public comment on this item.

**AGENDA ITEM #3A**

DECEMBER 9, 2014

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On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 3 be authorized.

**14-0162F     AGENDA ITEM 4**

**Agenda Subject: “Fire Chief Report: A) Report and discussion related to fire district operations; B) Monthly Statistics; C) Volunteer Report for months of September and October 2014; D) Recognition of volunteer Service (Ben Hammack).”**

Fire Chief Charles Moore showed the Board a YouTube video called “Christmas tree destroys a living room in under a minute”, which he said could be found online. He said the video demonstrated what could happen with holiday decorations and the public needed to be aware of the risks. He urged citizens to exercise caution and suggested giving smoke detectors as holiday gifts.

Chief Moore reported the monthly statistics for October. He said there were four structure fires, which included one caused by a discarded cigarette in a planter box, one caused by a battery charger malfunction and one in a Sun Valley mobile home. He said fire crews did an excellent job.

Chief Moore provided the Board with a 2013 Fire Hydrant Repair Summary, which was placed on file with the Clerk. Commissioner Hartung asked if the Truckee Meadows Water Authority (TMWA) performed any repair work on hydrants within the Truckee Meadows Fire Protection District (TMFPD). Chief Moore said they did not have an agreement with TMWA for that. Commissioner Hartung said it was his understanding that TMWA did more than just flush the hydrants and he wondered if a TMWA representative could come before the Board to talk about what they do. Chief Moore said he thought there were benefits to having the Fire District service their own hydrants. He said the crew was more likely to remember where the hydrants were when responding to nighttime fires, because they would have spent time maintaining them. He pointed out there was specific information on the Fire Hydrant Repair Summary that detailed how the hydrants were serviced. He said the work involved much more than just flushing, but he thought it would be beneficial to have TMWA do the heavy work if something was broken underground. He explained there was a benefit to servicing the hydrants annually because the Insurance Service Office (ISO) gave the District points for that. Commissioner Hartung said he wanted to make sure they were doing what was best for the community and considering any cost savings that could be had.

Commissioner Jung said the issue was about equity because TMWA ratepayers were paying to subsidize and service the fire hydrants in the City of Sparks and nowhere else. She said TMWA should be the lead authority for servicing fire hydrants to allow the TMFPD to concentrate their efforts on training.

Vice Chairperson Weber asked why there was not a volunteer report from Palomino Valley on the Chief's report. Chief Moore explained the volunteers were self-reporting, which he was uncomfortable with because there was no oversight. He said the reports lacked details, including information about the good things the volunteers were doing. He said he would be coming back to the Board in the next month with a presentation regarding changes to volunteer reporting. He explained some of the stations had been struggling with internet connectivity and lack of software training, but the Board could look forward to a more comprehensive look at what the volunteers were doing starting in January 2015.

Vice Chairperson Weber said she talked with Chief Moore about having an event for the volunteer firefighters and asked if plans had been made for that. Chief Moore said that was something to consider for the next budget consideration. He said the volunteers put in a lot of hours and it was his goal to recognize that; however, his primary goal was to get the volunteer reporting issue resolved because it was critical from a risk management standpoint. Vice Chairperson Weber expressed disappointment that there were not yet plans for a volunteer event.

Commissioner Hartung expressed concerns about the disparity in the volunteer hours reported by each station. Chief Moore said he was concerned too. He had been working very hard to get documentation from the different volunteer departments regarding certifications, physicals, etc. and it was taking months to compile that information. He said the problem was that there were nine autonomous fire stations to deal with and they all had their own Chiefs and culture, so it was hard to get them all to do the same thing. He talked about a volunteer handbook, which was created for the purpose of getting all the volunteer firefighters on the same page, but the volunteers expressed to him that the handbook was "wholly unacceptable". He said his purpose was not to outline all the problems he was encountering, but to inform the Board that he would be bringing forward a program for volunteer reform in January.

Commissioner Hartung asked about the status of five Wadsworth volunteer applications which were submitted; however, there had been an assertion that there had been no response to them. He also asked about the status of the proposed agreement with the Pyramid Lake Tribal Fire Department. He said questions had been raised about whether the agreement would change if there was a change in Tribal leadership. Chief Moore said the agreement with the Pyramid Lake Fire Department needed to be established before they brought the volunteers on board. He stated the volunteers would be brought on as Pyramid Lake Fire Department volunteers rather than TMFPD volunteers because Pyramid Lake was not bound by State Statute, which meant the volunteers could be on the job much faster. He explained TMFPD volunteers were required to undergo physicals and have background checks, which took more time to complete. He noted when there was a fire in Wadsworth the crew had to go all the way to Nixon to get equipment before heading back to respond. He said if the County gave the Pyramid Lake Fire Department the ability to operate out of the Wadsworth station, they could put their fire engine there in exchange for providing automatic aid. He also

proposed to give them an old fire tender and an old patrol truck so they would have more equipment.

Commissioner Hartung said the Board was sensitive to the needs in Wadsworth and understood the necessity to provide the area with service and mutual aid. He said there were complaints that the TMFPD was not calling on the closest fire station in response to calls. Chief Moore said he made it very clear to his staff that it was imperative to dispatch the TMFPD as well as the fire departments in Storey County, Pyramid Lake and north Lyon County to any structure fires in Wadsworth and he instructed his chief officers to verify that was done by contacting dispatch.

Commissioner Hartung asked if the Tribal volunteers had any medical capabilities. Chief Moore replied that quite a few of the volunteers were Emergency Medical Technicians (EMTs) and they had a transport ambulance as well. Commissioner Hartung talked about the possibility of working out an agreement with Regional Emergency Medical Services (REMSA) based on who could respond more quickly. Chief Moore said he could only recall one structure fire in Wadsworth within the last three years. He said every other call had been an emergency medical request and he wondered where REMSA would be responding from if they were to send an ambulance to Wadsworth.

Commissioner Jung said she wholeheartedly supported volunteer reform and thought that volunteers who could not demonstrate they were physically capable of the job created a liability for the County. She said she looked forward to Chief Moore's reform plans and asked him to keep the Board informed about who was cooperating and who was not. Chief Moore said a successful volunteer program would be one where the volunteers were trained and where all the risk management issues had been addressed. He said he wanted to ensure that his staff and the volunteers were on the same page with respect to capability, which was a difficult task. He said the volunteers did not lack for enthusiasm or passion to serve the public; however, they needed to know there were non-negotiable things that had to be accomplished to the satisfaction of the training captains. He said his purpose was to help them succeed.

Vice Chairperson Weber stated she would like the volunteer report to show a station as active or inactive so the Board would know if missing data was an issue or not. Chief Moore replied that was why he proposed to have his staff generate the reports. He said the volunteers would only need to put the information into a database, which would allow him to generate any kind of report the Board wanted.

Commissioner Hartung asked Chief Moore for a timeframe for the agreement with the Tribe. Chief Moore said he had an agreement drafted but needed to sit down with the Deputy District Attorney to go over it. He noted there were insurance ramifications to consider, but estimated a draft of the agreement would be completed by the end of December and ready to present to the Board in January.



Chief Moore said he wanted to recognize Ben Hammack who put in over 15 years of volunteer service. He had a Certificate of Appreciation to present to Mr. Hammack; however, he was not present to receive it.

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

**14-0163F      AGENDA ITEM 5**

**Agenda Subject: "Review and Acceptance of the Sierra Fire Protection District's Audited Financial Statements for the Fiscal Year Ended June 30, 2014."**

Vicky Van Buren, Truckee Meadows Fire Protection District Senior Accountant, said the Sierra Fire Protection District's (SFPD) financial statements were audited by Kafoury, Armstrong & Co. She reported that the auditors found the District conformed to all significant statutory constraints on its financial administration during the year and there were no audit deficiencies or audit points noted. She went over some of the highlights of the report and said the balance of the General Fund as of June 30, 2014 was \$1,300,497, which was a decrease of approximately \$186,000 from the prior year due to one-time purchases of capital assets. She said the fund balance equated to approximately two months of expenditures. She reported the total General Fund expenditures were \$7,763,068, of which approximately \$5.8 million was for payment to the Truckee Meadows Fire Protection District (TMFPD) for fire administration and operations. She said the total expenditures were under budget by approximately \$198,000 and the General Fund revenues and other sources were over budget by \$66,859. She talked about the Wildland Fire Emergency Fund and reported its balance was 870,386. She said the SFPD was financially sound as of June 30, 2014 and was projected to be stable over the next fiscal year. She said the recommendation to the Board was to accept the financial statements.

Commissioner Hartung asked Fire Chief Moore when the two fire districts would be combined. Chief Moore said the process was in place but it was difficult with respect to compliance with the Nevada Revised Statutes (NRS). He said there were some other sensitive issues to consider as well. Commissioner Hartung stated he would like to see one financial report rather than two.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 5 be accepted.

**14-0164F      AGENDA ITEM 6**

**Agenda Subject: "Review and Acceptance of the Truckee Meadows Fire Protection District's Audited Financial Statements for the Fiscal Year Ended June 30, 2014."**

Vicky Van Buren, Truckee Meadows Fire Protection District Senior Accountant, said the Truckee Meadows Fire Protection District's (TMFPD) financial statements were audited by Kafoury, Armstrong & Co. She reported that the auditors found the District conformed to all significant statutory constraints on its financial administration during the year and there were no audit deficiencies or audit points noted. She talked about some of the highlights of the financial statements stating that the General Fund expenditures for fiscal year 2013-14 were approximately \$19.4 million, which was under budget by approximately \$2.8 million. She said the savings were due to a delay in hiring, non-use of the Contingency Fund and decreases in spending for services and supplies. She said the savings were anticipated and therefore built into the budget for the current fiscal year's Capital Improvement Program (CIP). She reported the District's fund balance for fiscal year 2013-14 was \$10.3 million, which was an increase of \$410,507 from the prior year. She said General Fund revenues were above budget by approximately \$639,000, which was primarily due to an increase in property taxes and consolidated tax revenue. She said the Capital Projects Fund had a balance of \$3,329,172, which would be carried over to the current year's CIP for the purchase of equipment, building improvements and construction projects. She said the Wildland Fire Operations Fund had a balance of \$771,851 and the Workers Compensation Fund ended with a balance of \$3.4 million. She reported the Stabilization Fund had a balance of \$573,198 which was consistent with prior years and used for declines in revenues or emergencies. She said the Health Benefits Internal Service Fund had a net restricted position of \$1.7 million. She concluded that the TMFPD was financially sound and was projected to be stable over the upcoming fiscal year. She said the recommendation to the Board was to accept the financial statements.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6 be accepted.

14-0165F AGENDA ITEM 7

**Agenda Subject:** "Discussion and approval to initiate de-annexation from the City of Reno APN 038-800-11, known as Truckee Meadows Fire Station #35 and include the area into the boundary of Sierra Fire Protection District."

Fire Chief Charles Moore explained that fire station #35 (Mogul) was owned by the Truckee Meadows Fire Protection District (TMFPD) but was located within the boundaries of the Sierra Fire Protection District. He said this item was a recommendation to initiate the de-annexation of the parcel from the City of Reno. He said there would be no tax implications for Reno or any fiscal impacts to the TMFPD and it would put the asset within the boundaries of the Board of Fire Commissioners' jurisdiction.

Commissioner Berkbigler asked Chief Moore if there were any issues with road access since the parcel was in the City of Reno. Chief Moore said there were none.

There was no public comment on this item.

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

**14-0166F      AGENDA ITEM 8**

**Agenda Subject: "Discussion and possible action authorizing the Chairman to execute an Agreement between Truckee Meadows Fire Protection District and LP Insurance Services, Inc. to provide Group Insurance Broker and Advisory Services effective January 1, 2015 as outlined in the Agreement."**

Fire Chief Charles Moore reminded the Board that they authorized the termination of the brokerage service agreement with Wells Fargo. He said he was bringing forward this new agreement with LP Insurance Services, Inc. to help the District shop for health insurance renewal.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 8 be authorized.

**14-0167F      AGENDA ITEM 9**

**Agenda Subject: "Recommendation to direct District Staff to license and equip an ambulance for the purpose of providing Advanced Life Support transport services to other entities during declared emergencies and authorize staff to negotiate mutual aid with REMSA."**

Fire Chief Charles Moore explained this item was requested by Chairman Humke. He said the Truckee Meadows Fire Protection District (TMFPD) owned an ambulance which was not being used. He thought it was worthy of consideration to equip and license the ambulance, for a cost of approximately \$5,000, so that it could be used as a transport resource in times of catastrophe. He informed the Board the County's regional partners in the North Lake Tahoe Fire Protection District, the Carson City Fire Department, Storey County, north Lyon County and Pyramid Lake all had the ability to respond with ambulances within their jurisdictions. He said the TMFPD had no intention of encroaching on Regional Emergency Medical Services Authority's (REMSA) franchise agreement with the County, but he was seeking Board authorization to negotiate with REMSA to make the ambulance available as a mutual aid resource. He said the ambulance would not be used without REMSA's consent and that it made sense

to have an additional resource for times when REMSA ran out of resources or could not respond in a timely way. He said the TMFPD did not intend to charge for transport services and he expected the ambulance to be called in to service only on very rare occasions. He said the TMFPD already had advanced life support paramedics and licensing the ambulance with the State would be fairly easy to do.

Commissioner Berkgigler said she was a REMSA proponent and in anticipation of this agenda item she had a conversation with REMSA's President to discuss concerns. She said she recognized the fact that REMSA had exclusive transportation rights. She needed the assurance that the TMFPD would not try to bypass the authority of REMSA and that the ambulance would only be used in emergency situations when REMSA called for mutual aid.

Chief Moore reassured the Board that if they authorized him to negotiate with REMSA, the terms would not include any authority for the TMFPD to self-dispatch the ambulance. He said he was hopeful he could establish trigger points with REMSA as to when the resource could be called into action. He emphatically stated the TMFPD was not trying to elbow its way into the transport business. He said the intention was only to provide an additional resource for use in a disaster situation or in times when REMSA was very busy or unable to respond in a timely way.

Commissioner Jung asked Chief Moore how the ambulance would be staffed. Chief Moore said it would be staffed with the crew at Fire Station #30 (Bowers). Commissioner Jung asked if that meant the fire engine at that station would go out of service when the crew was utilizing the ambulance. Chief Moore said that was correct, but there were things they could do to fill in the gaps, by moving other staff or engines around during those times. He commented the impact to the station would be the same whether the fire engine was committed to a call or the ambulance responded, so he did not think it would be a detriment to the station to simply get the patient to the hospital a little faster. Commissioner Jung said she wanted to hear from Health Department staff since that department was the overseer of the contract with REMSA.

Commissioner Hartung said he wondered if placing the ambulance at Fire Station #30 (Bowers) was the best strategic location. He thought the additional resource would be a real benefit for use in times of disaster and if one more life was saved because of it, it was worth it. He wondered if REMSA had ever called for aid from any other regional resources.

Jim Gubbels, REMSA President, stated REMSA did have mutual aid agreements with other Advanced Life Support (ALS) services, which were utilized for life threatening calls. He said there was a new Emergency Medical Services (EMS) Advisory Board and pointed out that John Slaughter, County Manager, was on that Board. He said even when REMSA called for mutual aid they still dispatched a resource out to the call, just like the TMFPD did. Commissioner Hartung said he wanted to be sure they were moving forward in a spirit of cooperation and the idea was to ensure every single piece of equipment would be available when there was the need for it.

Chief Moore said he wanted to respond to Commissioner Hartung's question about whether Fire Station #30 (Bowers) was the best location for the ambulance. He said that station had the lowest frequency of emergency calls, so it was very unlikely there would be a simultaneous call for service. Commissioner Hartung said his biggest fear about that location was the response time would not be any better than REMSA's. Chief Moore responded most of the delays seemed to occur in the South, so it seemed logical to him to base it there.

Vice Chairperson Weber said she thought it could only help to have the additional resource as long as the process was worked out in the correct manner.

Christina Conti, Emergency Medical Services Program Manager, read a statement which was prepared by Kevin Dick, District Health Officer. The statement did not support the Fire Board making a decision regarding the licensing of the ambulance. The reasons cited included the fact that there had not been any analysis or evaluations conducted by the new Regional EMS Advisory Oversight Program, which was not in keeping with the regional Interlocal Agreement.

Commissioner Hartung said he understood the position of the Health Board as it related to the kinds of emergency issues that came up on a daily basis, but he was concerned about the response to larger emergencies, such as what happened at the air races. He wanted to know why the Health Board did not support having one more ambulance in the system. Ms. Conti said she was not able to respond to that question; however, she said she was part of the response to that specific incident and it was not her impression there were not enough ambulances for that event.

Commissioner Jung said she thought Mr. Dick was not opposed to the proposal, but wanted it to move through the proper channels to ensure it was the best use of the resource.

Mr. Gubbels talked about the Interlocal Agreement that was formed between Reno, Sparks, Washoe County, the Health Department and REMSA to form the Regional EMS Advisory Board. He said there had been criticism that the region did not have enough data, so the agreement provided for the sharing of data between the jurisdictions. He said the data needed to be looked at and analyzed before decisions were made. He said the TMFPD's primary mission was to fight fires and his concern was that Chief Moore did not have a conversation with him about the idea before bringing it to the Board.

In response to the call for public comment, Robert Parker said there was a real problem with transparency and he thought the response to the air race incident was a perfect example of not having enough resources. He also talked about a fire in Galena where people were hurt and only the Fire Department came to help. He said the problem was that the response system was designed by a private contractor.

Thomas Daly said non-REMSA units treated and transported victims of the air race disaster and the outcome would have been worse without those extra resources. He said there was no downside to having another ambulance since the County already had trained paramedics and a vehicle.

Commissioner Hartung moved to direct staff to license and equip an ambulance for the purpose of providing advanced life support transport services during declared emergencies and to authorize staff to offer the ambulance as a mutual aid resource to REMSA and other regional agencies. Commissioner Jung seconded the motion.

Commissioner Jung asked Chief Moore if he would seek an agreement through the Regional EMS Advisory Board if he were given the authority for the cash outlay to equip and license the ambulance. She said if he did not get anywhere with those efforts he should talk with the elected officials who oversaw that Board.

Chief Moore confirmed his intentions. He said his duty was to report to the Fire Commissioners, not the Regional EMS Advisory Board and he explained he brought the agenda item to the Board in response to a specific request from a Commissioner. He said it was not his intention to ruffle any feathers.

Commissioner Berkbigler said she supported the motion and trusted Chief Moore to continue to work with the Oversight Committee to secure an agreement which would protect the County's legal interests. She said she did not think it would hurt to have one more ambulance to be used in the case of an emergency. She said it would be important for the Chief to ensure his paramedics were well trained and she commended him for doing a great job.

Commissioner Hartung said he recognized feathers were being ruffled. He said this item was not about competing with REMSA, but about putting systems in place so the County could be prepared for any sort of natural disaster.

Paul Lipparelli, Legal Counsel, said he thought he heard a safeguard in Commissioner Hartung's motion, that the ambulance would only be used in a declared emergency or pursuant to a mutual aid agreement with other emergency transport providers like REMSA. He said the District Attorney's Office had some concerns about the exclusivity of REMSA's franchise agreement, but if the transport services were provided only through a mutual aid agreement to which REMSA was a party, he could not discern any legal problems. He said before the ambulance could be used in any way, REMSA would have to be involved in that conversation.

On call for the question, the vote was 4-0 with Chairman Humke absent.

14-0168F      AGENDA ITEM 10

**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.

**14-0169F      AGENDA ITEM 11**

**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 thanked Chairman Humke and Commissioner Weber for all they had done to advance the Truckee Meadows Fire Protection District's (TMFPD) mission. Commissioner Weber said it had been a pleasure.

Commissioner Hartung talked about a 1994 agreement with REMSA in which REMSA asked for a 5.3 percent increase in rates to staff a full-time ambulance in Wadsworth. He asked staff to review the agreement to determine its depth and whether or not it was still in force. Chief Moore said he would do that.

There was no response to the call for public comment.

**14-0170F      AGENDA ITEM 12**

**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.

\* \* \* \* \*

**3:59 p.m.** There being no further business to come before the Board, the meeting was adjourned without opposition.

\_\_\_\_\_  
**CHAIR**  
Truckee Meadows Fire  
Protection District and Sierra  
Fire Protection District

**ATTEST:**

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

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






# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: January 27, 2015

CM/ACM   
Finance VWB  
Legal BC  
Risk Mgt. DE  
HR N/A

**DATE:** January 8, 2015  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**SUBJECT:** 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. (All Commission Districts)

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### SUMMARY

Staff is recommending that the Board authorize the renewal of the Interlocal Contract between TMFPD and NDC retroactive to January 1, 2015. The current NDC contract with MassMutual expired December 31, 2014. This renewal would continue the State of NDC Committee Plan and implement the revised NDC Interlocal Contract between Public Agencies. (Attachment #1)

**Strategic Objective supported by this item:** *Valued, Engaged Employee Workforce.*

### PREVIOUS ACTION

BOFC September 24, 2013 – The Board approved the renewal of Interlocal Contract between Truckee Meadows Fire Protection District and the Nevada Public Employees' Deferred Compensation Program by extending its terms to December 31, 2014 retroactive to its expired date of January 1, 2013.

BOFC April 10, 2012 – The Board approved a Deferred Compensation Plan for Truckee Meadows Fire Protection District by continuing the same plan between Sierra Fire Protection District and the Nevada Public Employers Deferred Compensation Plan through a new Interlocal Agreement to include both TMFPD and Sierra Fire Protection District (SFPD).

SFPD joined the Nevada Public Employees' Deferred Compensation Plan on July 23, 2006; prior to this date Sierra Fire administered its own deferred compensation plan.

### BACKGROUND

The current Interlocal Agreement between TMFPD and NDC will expire on December 31, 2014 at the same time that the current NDC Record-keeper contract with MassMutual will expire. NDC Administration and Committee, in conjunction with their contracted Investment Consultant and the Nevada State Purchasing Division, executed a formal RFP process and awarded the contract to Voya Financial. With this Record-keeper contract transition, NDC is required to renew all of its Interlocal Contracts.

At the Board's March 27, 2012 meeting, direction was given to transition the SFPD employees into the TMFPD no later than April 9, 2012. In order to maintain benefits for the transferred employees and to provide the same benefits to new employees, staff recommended deferred compensation options. An interlocal agreement was approved between NDC and TMFPD employees. Other fire districts who partner with NDC include Tahoe Douglas Fire, North Lake Tahoe Fire and Lyon County Fire.

**FISCAL IMPACT**

No additional costs to participants or entities with the renewal of the Interlocal Contract between Truckee Meadows Fire Protection District and the Nevada Public Employees' Deferred Compensation Program.

**RECOMMENDATION**

It is recommended that the Board authorize the renewal of the Interlocal Contract between Truckee Meadows Fire Protection District and the Nevada Public Employees' Deferred Compensation Program retroactive to January 1, 2015.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation a possible motion would be:

*"I move to authorize the renewal of the Interlocal Contract between Truckee Meadows Fire Protection District and the Nevada Public Employees' Deferred Compensation Program retroactive to January 1, 2015.*

**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

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: \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Title

\_\_\_\_\_ 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





## **MEMORANDUM**

January 16, 2015

**To:** Board of Fire Commissioners  
Truckee Meadows Fire Protection District

**Fm:** Charles A. Moore, Fire Chief

**Re:** Fire Chief's Report – November and December 2014 Statistics

Attached is a monthly incident summary and list of significant incidents which occurred in the months of November and December of 2014.

**AGENDA ITEM #4A**



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT MONTHLY REPORT

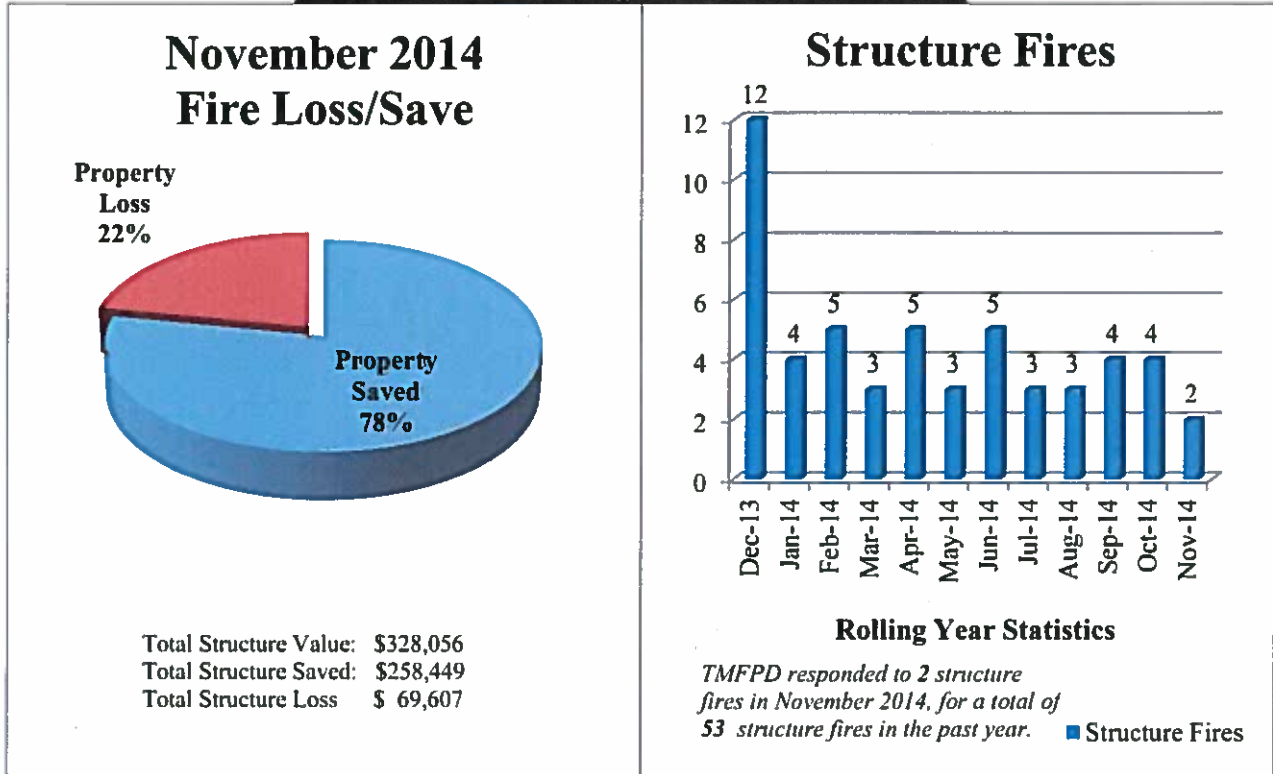
**November 2014**

**The following report contains non-audited figures based on data extracted from the District's incident reporting system and Washoe County E-Comm Dispatch.**

<b>Monthly Call Volume by Station &amp; Type</b>													
<b>STATION/DISTRICT</b>													
<b>INCIDENT TYPE</b>	<b>13- Stead</b>	<b>14- Damonte Ranch</b>	<b>15- Sun Valley</b>	<b>16- E. Washoe Valley</b>	<b>17- Spanish Valley</b>	<b>18- Cold Springs</b>	<b>30- W. Washoe Valley</b>	<b>35- Verdi/Caughlin</b>	<b>36- Arrowcreek</b>	<b>37- Hidden Valley</b>	<b>39- Galena Forest</b>	<b>Other</b>	<b>TOTAL</b>
Structure Fire	1		1		1								3
Wildland Fire										1			1
Vehicle/Trash/Other Fire			1			1	1					1	4
Emergency Medical Services	46	30	122	22	75	44	3	19	22	10	6	1	400
Motor Vehicle Accident	3	8	11	3	13	1	1	6	1	3	2	1	53
Rescue			1		1								2
Haz-Mat/Hazardous Condition	3	1	2	1	2	4					1		14
Public Assist	7	5	8	1	7		1	1	1	2			33
Good Intent Call	9	7	20	3	20	3	2	3	4	13	3		87
Activated Fire Alarm		2	3	3	5	2		2	4	2	1	1	25
Severe Weather Related													0
Other	1				1								2
<b>NOVEMBER 2014 TOTAL</b>	<b>70</b>	<b>53</b>	<b>169</b>	<b>33</b>	<b>125</b>	<b>54</b>	<b>8</b>	<b>32</b>	<b>32</b>	<b>30</b>	<b>14</b>	<b>4</b>	<b>624</b>
<b>NOVEMBER 2013 TOTAL</b>	<b>82</b>	<b>53</b>	<b>154</b>	<b>24</b>	<b>123</b>	<b>43</b>	<b>4</b>	<b>36</b>	<b>25</b>	<b>33</b>	<b>24</b>	<b>1</b>	<b>602</b>

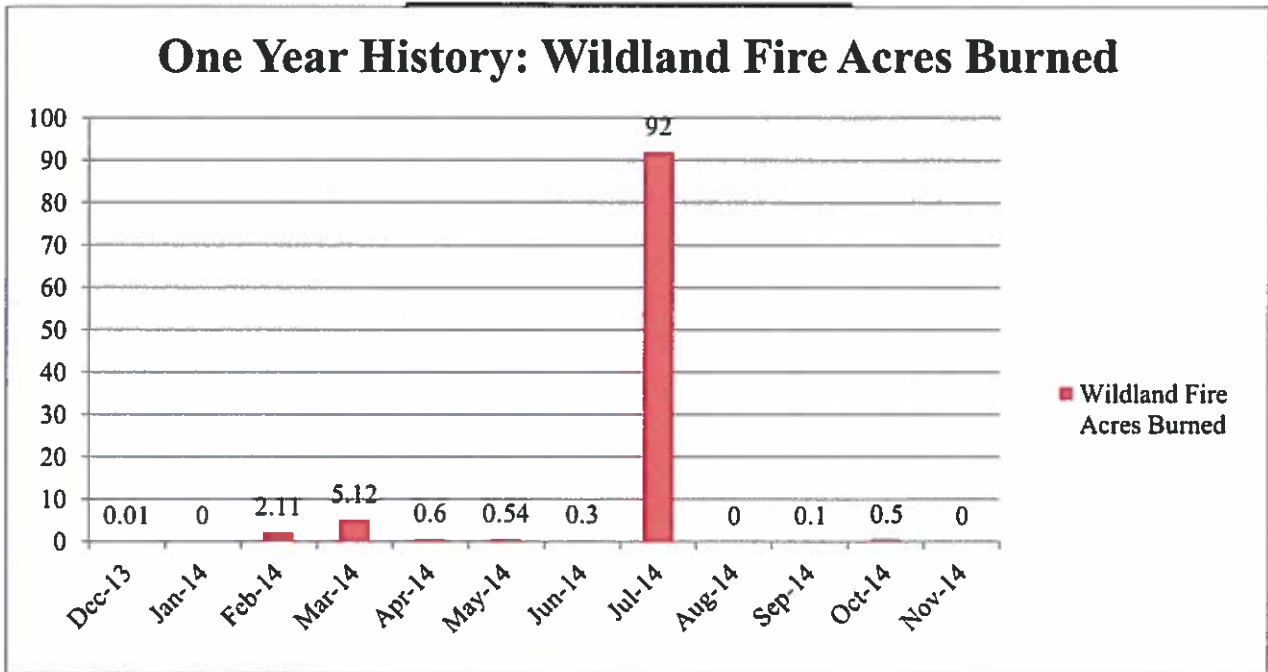
*In the month of November, the TMFPD responded to 624 incidents, for a cumulative total of 7,250 incidents in the past twelve months.*

**Fire Loss to Value Comparison – November 2014**



*\*Includes incidents only in Truckee Meadows Fire Protection District. Mutual Aid and Automatic Aid calls are excluded from this graph.*

**Wildland Fires - November 2014**



*In the month of November 2014, 0 acres were burned. As of November 30, 2014, 101.28 acres burned in the District during the past twelve months.*

**Mutual Aid Given and Received - November 2014**

<b>Mutual Aid Given &amp; Received by Department</b>		
<b>DEPARTMENT</b>	<b>AID GIVEN</b>	<b>AID RECEIVED</b>
Bureau of Land Management	0	0
Carson City FD	0	0
Eastfork FD	0	0
Nevada Division of Forestry	0	0
North Lake Tahoe FPD	0	3
North Lyon County FPD	0	1
Pyramid Lake Fire	1	0
Reno FD	2	1
Reno/Sparks Indian Colony	3	0
Sierra County, CA	1	0
Sparks FD	5	1
Storey County FPD	0	4
Truckee Fire, CA	0	0
US Forest Service	0	0
<b>NOVEMBER 2014 TOTAL</b>	<b>12</b>	<b>10</b>

The TMFPD received aid 10 times from neighboring agencies and provided aid 12 times based on NFIRS reporting standards. Additional responses to/from the TMFPD may have occurred but did not meet the NFIRS definitions for automatic or mutual aid. Only incidents where representatives from two or more entities are on scene together qualify as aid given or received by an agency. When one entity handles an incident for another jurisdiction without assistance, the incident is not classified as auto/mutual aid according to NFIRS, and neither are responses where one entity cancels its response prior to arriving at the incident.

**SIGNIFICANT INCIDENTS**

Significant incidents for the month are reported below. The number of incidents reported in the Call Volume Table may not exactly match the narrative provided below; i.e. a structure fire that is limited to a small out building is reported in the Call Volume, however it does not warrant inclusion below.

<b>Station by Commission District</b>		
<b>Station</b>	<b>District</b>	<b>Commissioner</b>
Station 13 – Stead	5	Herman
Station 14 – Damonte Ranch	2	Lucey
Station 15 – Sun Valley	3/5	Jung / Herman
Station 16 – East Washoe Valley	2	Lucey
Station 17 – Spanish Springs	4	Hartung
Station 18 – Cold Springs	5	Herman
Station 30 – West Washoe Valley	2	Lucey
Station 35 – Mogul	5	Herman
Station 36 – Arrowcreek	2	Lucey
Station 37 – Hidden Valley	2	Lucey
Station 39 – Galena Forest	2	Lucey

*Stations are predominantly within the Commissioner's District as listed above.*

**Incidents:**

**Gas Leak – Station 15 (Sun Valley); Rodin Drive  
Commissioner District 3**

On November 3<sup>rd</sup> at 14:36 hours, crews were dispatched to a residential gas main leak in Sun Valley. Crews arrived to find a resident had backed their vehicle into the gas meter, breaking the residential line below the shut off valve and emitting a large volume of natural gas. Crews secured and shut off the vehicle and evacuated the three homes around the broken line. Washoe County Sheriff's Office blocked traffic to the area while TMFPD crews provided a protection line. All other residents were sheltered in their homes. NV Energy/Gas arrived on scene and shut down the street valve leading to the house. Crews monitored the area to ensure the explosive limits were in the normal range allowing for normal activity in the area. The primary residence had to be ventilated as the attic and garage were filled with natural gas. Once normal levels were reached the home was turned over to the responsible party and the residents were returned to their homes. Washoe County Sheriff's Office opened the roadway to traffic and all units were released.

3 TM Engines, 1 Battalion Chief responded to this incident.

**Back Country Rescue – Station 37 (Hidden Valley); Hidden Valley Regional Park  
Commissioner District 2**

On November 8<sup>th</sup> at 15:28 hours, TM crews responded to a report of an injured hiker in the hills above the Hidden Valley Regional Park. TM Engine 37 responded along with REMSA and Washoe County Sheriff's Office, hiking in approximately ½ to 1 mile uphill on the trail to locate and treat the patient. Crews performed a paramedic level assessment and provided the patient with pain medication, secured her to a spine board device and carried her back down to the ambulance waiting below.

1 TM Engine responded to this incident.

**Structure Fire – Station 13 (Stead); N. Virginia Street  
Commissioner District 5**

**Mutual Aid was received from Reno Fire**

**2 in / 2 out Required**

On November 22<sup>nd</sup> at 05:40 hours, TM crews responded to a structure fire on N. Virginia St. Crews arrived to find the fire well established in the attic space of a 5,300 square foot multi-level home. The home was evacuated and one family dog was rescued. Heavy winds increased the risk of embers moving into the wildland and threatened neighboring homes. Crews were assigned both interior salvage overhaul and wildland protection, and contained the fire to the 1,200 square foot single story section of the home, knocking the fire down at 07:40 hours and performing rehab, salvage and overhaul operations until crews were released at 09:40 hours.

4 TM Water Tenders, 5 TM Engines, 1 Reno Engine, 1 Reno Battalion Chief, Peavine Volunteers, Silver Lake Volunteers, and 1 TM Battalion Chief responded to this incident.

**Fireworks Explosion – Station 17 (Spanish Springs); Palm Date Drive  
Commissioner District 4**

On November 26<sup>th</sup> at 17:53 hours, TM crews responded to an explosion in a mailbox at the request of the reporting party who feared leaving her residence. Engine 17 and WCSO opened the mailbox to find a large firework which had been expended. Engine 17 was released, turning the scene over to WCSO who was the proper authority.

1 TM Engine responded to this incident.

**Structure Fire – Station 15 (Sun Valley); East 8<sup>th</sup> Avenue  
Commissioner District 3/5**

On November 29<sup>th</sup> at 01:57 hours, TM crews responded to a structure fire on East 8<sup>th</sup> Ave. Engine 15 and Battalion Chief 3 found an 8' x 12' out-building and vehicle fully involved and threatening two residential mobile homes. Crews were able to quickly knock down the fire and

protect the residences. Damage was confined to the initial out-building and vehicle, and only minimal damage due to radiant heat affected the adjacent mobile homes.

2 TM Engines and 1 TM Battalion Chief and 1 TM Fire Marshal responded to this incident.

**Medical (Childbirth) – Station 15 (Sun Valley); Lupin Drive  
Commissioner District 3/5**

On November 30<sup>th</sup> at 00:33 hours TM Crews responded to a call for a patient giving imminent birth. Upon arrival crews found a woman in labor with a breeched child who was two months premature. TM crews delivered the child, originally presenting with an APGAR score of 5 out of 10 (moderate to severe distress) and was quickly treated by the crew from Engine 15. REMSA arrived and the TM Firefighter/Paramedic assisted with transporting the mother and child to Renown where the baby had improved, presenting with an APGAR score of 9 out of 10 (mild distress/normal presentation) upon arrival.

This marks the first TM Firefighter/Paramedic delivery of a baby in the field.

1 TM Engine responded to this incident.

**Training**

- Monthly HazMat Training
- EMS Training; Head and Facial Injuries
- EMS Training; Advanced Airway Management
- Vehicle Extrication and Rescue Training
- Fire evolutions completed at the Regional Training Center
- Company Officer Training
- Driver Training
- 14 crew members completed Fire Instructor I training
- Multi-Engine Company Drills
- Final Firefighter practical evolutions
- NFPA Loss Control

## **Accomplishments**

- Apparatus Pump Testing
- District Pre-Plans
- Ride Alongs with 16 TMCC EMT Students
- Engine 16 (East Washoe Valley) Station Tour
- Engine 15 (Sun Valley) visit: Esther Bennett Elementary School Presentation for young school children, many with special needs
- Station 14 (Damonte Ranch) Brownie Troop visit for Brownies earning their First Aid Patch
- Station 17 (Spanish Springs) Presentation at Spanish Springs Elementary School; A Day in the Life of a Firefighter
- Concrete apron replacement was completed at Station 39 (Galena Forest)





# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT MONTHLY REPORT

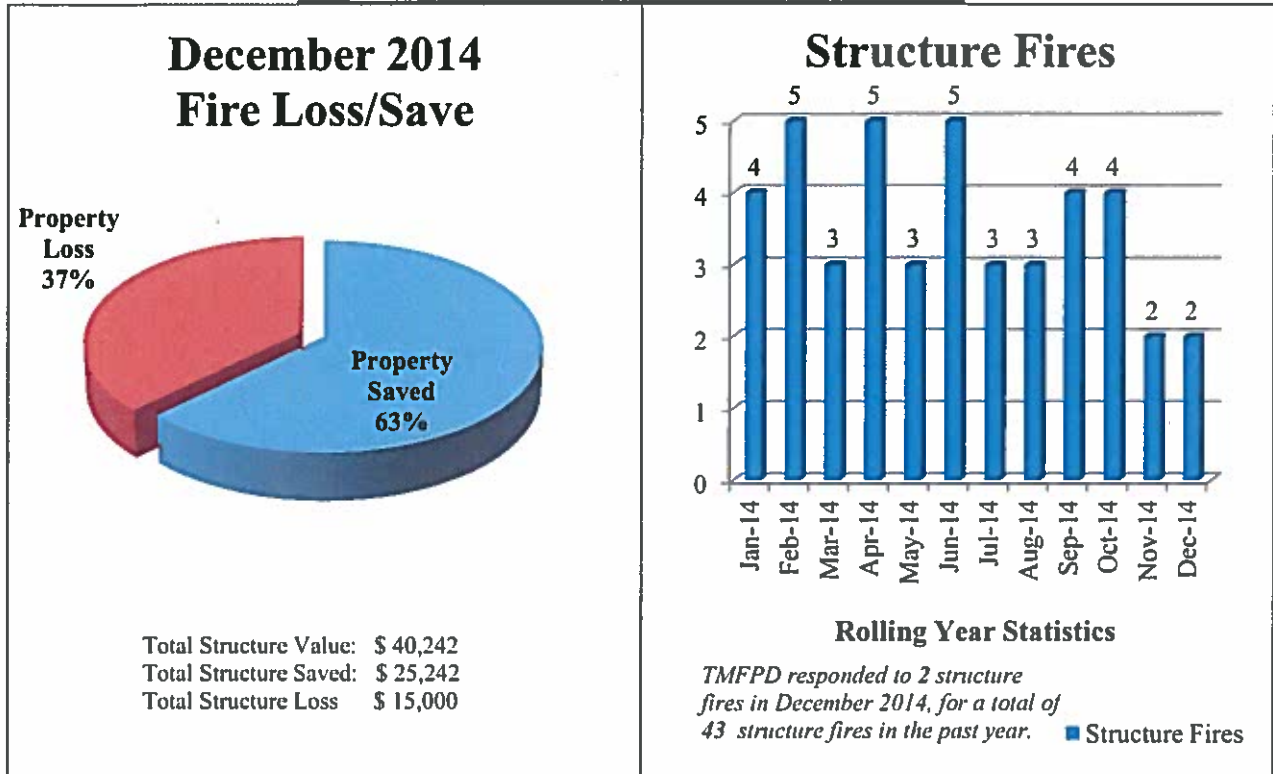
**December 2014**

**The following report contains non-audited figures based on data extracted from the District's incident reporting system and Washoe County E-Comm Dispatch.**

<b>Monthly Call Volume by Station &amp; Type</b>													
<b>INCIDENT TYPE</b>	<b>STATION/DISTRICT</b>												
	<i>13- Stead</i>	<i>14- Damonte Ranch</i>	<i>15- Sun Valley</i>	<i>16- E. Washoe Valley</i>	<i>17- Spanish Valley</i>	<i>18- Cold Springs</i>	<i>30- W. Washoe Valley</i>	<i>35- Verdi/Caughtlin</i>	<i>36- Arrowcreek</i>	<i>37- Hidden Valley</i>	<i>39- Galena Forest</i>	<i>Other</i>	<b>TOTAL</b>
Structure Fire						1				1			2
Wildland Fire			2		1				1				4
Vehicle/Trash/Other Fire	8			1		2		2		2			15
Emergency Medical Services	52	29	126	22	82	43	1	19	24	19	9	1	427
Motor Vehicle Accident		4	13	2	6	3	1	7	3	3	4	2	48
Rescue				1									1
Haz-Mat/Hazardous Condition		1	7		1	1		1		1			12
Public Assist	5	4	11	2	9	2		3	1	1		1	39
Good Intent Call	6	8	22	4	17	2	3	1	2	17	12	1	95
Activated Fire Alarm		8	4	1	9	3	1	1	3	8	2		40
Severe Weather Related					1								1
Other								1					1
<b>DECEMBER 2014 TOTAL</b>	<b>71</b>	<b>54</b>	<b>185</b>	<b>33</b>	<b>126</b>	<b>57</b>	<b>6</b>	<b>35</b>	<b>34</b>	<b>52</b>	<b>27</b>	<b>5</b>	<b>685</b>
<b>DECEMBER 2013 TOTAL</b>	<b>74</b>	<b>65</b>	<b>201</b>	<b>36</b>	<b>154</b>	<b>63</b>	<b>7</b>	<b>38</b>	<b>52</b>	<b>43</b>	<b>33</b>	<b>3</b>	<b>769</b>

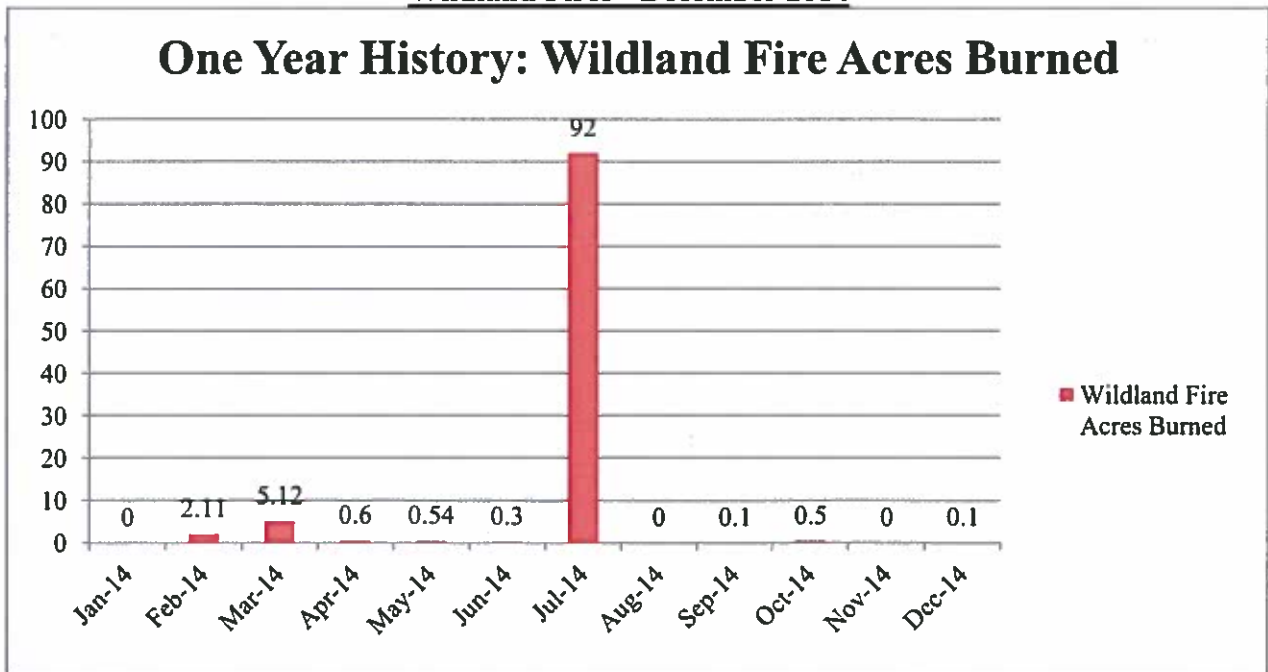
*In the month of December, 2014 the TMFPD responded to 685 incidents, for a cumulative total of 7,935 incidents in the past twelve months.*

**Fire Loss to Value Comparison – December 2014**



*\*Includes incidents only in Truckee Meadows Fire Protection District. Mutual Aid and Automatic Aid calls are excluded from this graph.*

**Wildland Fires - December 2014**



*In the month of December 2014, .1 acres were burned. As of December 31, 2014, 101.37 acres burned in the past twelve months.*

**Mutual Aid Given and Received - December 2014**

<b>Mutual Aid Given &amp; Received by Department</b>		
<b>DEPARTMENT</b>	<b>AID GIVEN</b>	<b>AID RECEIVED</b>
Bureau of Land Management	0	0
Carson City FD	0	0
Eastfork FD	0	0
Nevada Division of Forestry	0	0
North Lake Tahoe FPD	0	5
North Lyon County FPD	0	1
Pyramid Lake Fire	2	1
Reno FD	2	1
Reno/Sparks Indian Colony	1	0
Sierra County, CA	1	0
Sparks FD	3	1
Storey County FPD	0	4
Truckee Fire, CA	0	0
US Forest Service	0	0
<b>DECEMBER 2014 TOTAL</b>	<b>9</b>	<b>13</b>

The TMFPD received aid 13 times from neighboring agencies and provided aid 9 times based on NFIRS reporting standards. Additional responses to/from the TMFPD may have occurred but did not meet the NFIRS definitions for automatic or mutual aid. Only incidents where representatives from two or more entities are on scene together qualify as aid given or received by an agency. When one entity handles an incident for another jurisdiction without assistance, the incident is not classified as auto/mutual aid according to NFIRS, and neither are responses where one entity cancels its response prior to arriving at the incident.

## SIGNIFICANT INCIDENTS

Significant incidents for the month are reported below. The number of incidents reported in the Call Volume Table may not exactly match the narrative provided below; i.e. a structure fire that is limited to a small out building is reported in the Call Volume, however it does not warrant inclusion below.

<b>Station by Commission District</b>		
<b>Station</b>	<b>District</b>	<b>Commissioner</b>
Station 13 – Stead	5	Herman
Station 14 – Damonte Ranch	2	Lucey
Station 15 – Sun Valley	3/5	Jung / Herman
Station 16 – East Washoe Valley	2	Lucey
Station 17 – Spanish Springs	4	Hartung
Station 18 – Cold Springs	5	Herman
Station 30 – West Washoe Valley	2	Lucey
Station 35 – Mogul	5	Herman
Station 36 – Arrowcreek	2	Lucey
Station 37 – Hidden Valley	2	Lucey
Station 39 – Galena Forest	2	Lucey

*Stations are predominantly within the Commissioner's District as listed above.*

### Incidents:

#### **Structure Fire – Station 18 (Cold Springs); Fantail St Commissioner District 5 2 in/2out Required**

On December 31<sup>st</sup> at 07:03 hours, TM crews responded to a report of a structure fire on Fantail Street. Upon arrival Engine 18 encountered heavy smoke coming from the roof and eaves. Crews confirmed all occupants were out of the home and secured utilities. Engines 13 and Cold Springs VFD assessed the interior and Engine 13 inspected the roof for further extension. Crews determined the origin was in the area of the chimney of a wood burning stove, and successfully knocked down the fire. Crews removed a 20ft x 20ft section of the roof, ensuring all hot spots had been mitigated. Loss stop was declared and overhaul and cleanup were performed. The majority of the contents of the home survived the incident.

4 TM Engines, 1 TM Water Tender, 1 Cold Springs Volunteer Rescue, 1 Cold Springs Volunteer Patrol, 2 Fire Prevention and 2 Battalion Chiefs responded to this incident.

**Structure Fire – Station 37 (Hidden Valley); Wadsworth  
Commissioner District 2  
2 in/2out Not Required**

On December 31<sup>st</sup> at 23:08 hours, a fire occurred in the Wadsworth area on Olinghouse Rd. The initial call to dispatch indicated the single wide mobile home was fully engulfed in flames. A Washoe County Sheriff's Deputy arrived minutes after the alert tone to confirm the initial call to dispatch. Fire Crews from North Lyon Fire Protection District and Pyramid Lake Volunteer Fire Department assisted Truckee Meadows Firefighters with extinguishment. The structure was not occupied at the time of the fire and no injuries were reported.

3 TM Engines, 1 TM Water Tender, 1 NLCFPD Engine, 1 NLCFPD Water Tender, 3 PLVFD Volunteers, and 1 TM Battalion Chief responded to this incident.

**Training**

- Ice Rescue Training
- EMS Training for Bleeding and Shock
- EMS Training for Altitude Emergencies
- Multi Engine Company Drills
- Firefighter Skills Review
- EMS Advanced Life Support Annual Skills Testing
- Bradycardia Class
- Cyanokit Training
- Hosted a CPR Course for Volunteer Fire Departments
- Hosted an EMT Transition Course for Volunteer Fire Departments

**Accomplishments**

- Station 36 (Arrowcreek) hosted a Public Education Event Dinner for the Reno South Rotary Club
- Station 17 (Spanish Springs) hosted a Cub Scout Tour
- Engine 15 (Sun Valley) hosted a Ride-Along for WSCO Dispatch Employee
- Probationary Firefighter evolutions completed for five Firefighters, successfully concluding their probationary period
- Training Committee formed
- EMS Certification Renewals



**DATE:** December 8, 2014

**TO:** Board of Fire Commissioners,  
Truckee Meadows Fire Protection District

**THROUGH:** Charles Moore, Fire Chief, Truckee Meadows Fire Protection District

**FROM:** Shawn L. Brewer, President

**SUBJECT:** Review and acceptance of volunteer report for **November 2014** (Including monthly operations report of the Volunteer Fire Departments including response data, training activities/apparatus updates, administrative, communications, and dispatch.)

---

#### **Training**

Training was conducted on a variety of subjects by individual Volunteer departments, online, individual volunteers, and Career Fire Departments for the topics of:

- Various EMS including; – CPR, back boarding and trauma assessment.
- Ladder refresher, fire streams, ropes & knots, tire chain installation, on-scene operations and apparatus positioning, Hazmat awareness/operations and firefighting tactics and, further review of Yarnell Fire. Turkey fryer and chimney fires, unresponsive victim roof rescue procedure documentation. Fire ground training; Rescue & extrication, RIC team, Donning & Doffing PPE and SCBA's and knots, structure drill, ELFF structure, ladders, hose pulls and high rise packs.

#### **Radio Communications & Dispatch**

There are still various intermittent issues between voice and alpha numeric paging systems. Most departments are reporting garbled and unreadable alpha numeric pages. Often times, there are pages received on one paging system but not on the other.

**AGENDA ITEM #4C**

**Cold Springs**

Emergency responses: **2**  
Response type: 1 EMS, 1 MVA.  
Personnel training hours: **22 hours**  
Primary training topics: Ladder refresher and Fire Streams.  
Other information: **39 hours** - station hours (signage, inventory, administrative, vendors, records), maintenance, business meeting, Chief's meeting.

**Galena**

Emergency responses: **5**  
Response type: 1 MVA, 2 EMS, 2 district coverage/station manning.  
Personnel training hours: **43 hours**  
Primary training topics: Ropes & knots, tire chain installation, on-scene operations and apparatus positioning.  
Other information: **47 hours** - other fire related activity hours.

**Gerlach**

Emergency responses: **No report**  
Response type:  
Personnel training hours:  
Primary training topics:  
Other information:

**Hungry Valley**

Emergency responses: **3**  
Response type: 3 medical-suicidal.  
Personnel training hours: **0 hours**  
Primary training topics: None this month  
Other information: **138 hours** – Maintenance, business meeting, 2015 budget planning. Tribal Council meeting.

**Lemmon Valley**

Emergency responses: **No report**  
Response type:  
Personnel training hours:  
Primary training topics:  
Other information:



**Peavine**

Emergency responses: **4**  
Response type: 2 structure fires, 2 MVA.  
Personnel training hours: **125 hours**  
Primary training topics: EMS – CPR, Hazmat awareness/operations and firefighting tactics.  
Other information: **10 hours** – vehicle maintenance, standby, administrative hours and meetings.

**Red Rock**

Emergency responses: **6**  
Response type: 4 medical-suicidal, 1 MVA, 1 Public Assist/Misc..  
Personnel training hours: **14 hours**  
Primary training topics: EMS – Trauma assessment and back boarding, further review of Yarnell Fire. Turkey fryer and chimney fires, unresponsive victim roof rescue procedure documentation.  
Other information: **55 hours** - station hours (signage, inventory, administrative, vendors, records), maintenance, community service, business meeting, WCVFA meeting.

**Silver Lake**

Emergency responses: **7**  
Response type: 2 structure fires, 1 brush fire/illegal burns, 1 medical, 2 MVA, 1 manning.  
Personnel training hours: **0 hours**  
Primary training topics: None this month.  
Other information: **57 hours** – Station maintenance, apparatus maintenance, board meeting, community signage project, supplies and reports.

**South Valley**

Emergency responses: **10**  
Response type: 2 structure fires, 1 smoke report, 5 medicals, 1 MVA's, district coverage/standby  
Personnel training hours: **83.5 hours**  
Primary training topics: Ladders, Structure drill, ELFF structure, hose pulls and high rise packs.  
Other information: **138.5 hours** – Station and vehicle maintenance, business meeting, WCVFA meeting, administrative hours.



**Verdi**

Emergency responses: **7**  
Response type: 3 medicals, 4 district coverage/standby.  
Personnel training hours: **230 hours**  
Primary training topics: Fire ground training; Rescue & extrication, RIC team, Donning & Doffing PPE and SCBA's and knots.  
Other information: **95 hours** – Station maintenance, apparatus checks, Volunteer Chief's meeting, logistics, ceremony for 351's new station sign w/station 35, pick up SCBA bottles, staff Halloween (give out candy). Received class B uniforms first week of November paid for by TMFPD.

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**Cumulative totals for reporting departments:**

- **44**            **Emergency Responses**
  - **517.5**        **Personnel training hours**
  - **1141**       **Other fire related activity hours**
- 
-



**DATE:** January 8, 2014

**TO:** Board of Fire Commissioners,  
Truckee Meadows Fire Protection District

**THROUGH:** Charles Moore, Fire Chief, Truckee Meadows Fire Protection District

**FROM:** Shawn L. Brewer, President

**SUBJECT:** Review and acceptance of volunteer report for **December 2014** (Including monthly operations report of the Volunteer Fire Departments including response data, training activities/apparatus updates, administrative, communications, and dispatch.)

---

#### **Training**

Training was conducted on a variety of subjects by individual Volunteer departments, online, individual volunteers, and Career Fire Departments for the topics of:

- CPR, EMT-B Transition/Recertification course, and AHA CPR HCP.
- Apparatus operations and equipment familiarization, firefighter safety; winter response. Preparation of disaster; Are We Prepared? Commercial CDL Driver training and testing, Structure drill, ELFF structure, hose pulls and high rise packs. Fire ground training; Donning & Doffing PPE and SCBA's, train with snow chains, rope rescue, extrication and extrication equipment training.
- Ladder testing.
- Tour of dispatch center.

#### **Radio Communications & Dispatch**

No new issues to report.

**AGENDA ITEM #4C**

**Cold Springs**

Emergency responses: **5**  
Response type: 1 EMS, 2 MVA, 2 Structure Fires.  
Personnel training hours: **48 hours**  
Primary training topics: EMT-B Transition/Recertification course.  
Other information: **92 hours** - station hours (signage, inventory, administrative, vendors, records), maintenance, business meeting, Chief's meeting. Fire Safety House manned for Santa Day at Station 220.

**Galena**

Emergency responses: **2**  
Response type: 2 district coverage/station manning.  
Personnel training hours: **67 hours**  
Primary training topics: EMT-B Transition/Recertification course, Apparatus operations and equipment familiarization.  
Other information: **33 hours** - other fire related activity hours.

**Gerlach**

Emergency responses: **No report received.**  
Response type:  
Personnel training hours:  
Primary training topics:  
Other information:

**Hungry Valley - Tribal**

Emergency responses: **2**  
Response type: 1 brushfire/illegal burn, 1 medical-suicidal.  
Personnel training hours: **0 hours**  
Primary training topics: None this month.  
Other information: **38 hours** - station hours (signage, inventory, administrative, vendors, records), maintenance, business meeting.

**Lemmon Valley**

Emergency responses: **No report received.**  
Response type:  
Personnel training hours:  
Primary training topics:  
Other information:

**Palomino Valley Auxiliary**

Emergency responses: **No report received.**  
Response type:  
Personnel training hours:  
Primary training topics:  
Other information:



**Peavine**

Emergency responses: **2**  
Response type: 1 medical, 1 MVA.  
Personnel training hours: **120 hours**  
Primary training topics: EMT-B Transition/Recertification course, Firefighter safety – winter response, Tour of dispatch center - communications.  
Other information: **25 hours** – Station staffing/standby, administrative and meetings, apparatus checks & SCBA checks.

**Pyramid Lake - Tribal**

Emergency responses: **No report received.**  
Response type:  
Personnel training hours:  
Primary training topics:  
Other information:

**Red Rock**

Emergency responses: **2**  
Response type: 1 medical-suicidal, 1 structure fire.  
Personnel training hours: **46 hours**  
Primary training topics: AHA CPR HCP, EMT-B Transition/Recertification course. EMT refresher information update.  
Other information: **26 hours** - station hours (signage, inventory, administrative, vendors, records), maintenance, business meeting.

**Silver Lake**

Emergency responses: **9**  
Response type: 2 brush fire/illegal burns, 3 medicals, 4 manning.  
Personnel training hours: **140.5 hours**  
Primary training topics: CPR, EMT-B Transition/Recertification course. Preparation of disaster – Are we prepared?  
Other information: **35 hours** – Station maintenance, apparatus checks, board meeting, ladder testing at Station 15, reports.

**South Valley**

Emergency responses: **28**  
Response type: 2 activated fire alarm, 1 other, 2 structure fires, 1 brush fire, 15 medicals, 4 MVA's, 1 public assist, 2 district coverage/standby.  
Personnel training hours: **56 hours**  
Primary training topics: Commercial CDL Driver training and testing, Structure drill, ELFF structure, hose pulls and high rise packs.  
Other information: **116.5 hours** – Station and vehicle maintenance, business meeting, WCVFA meeting, administrative hours.

**Verdi**

Emergency responses: **5**  
Response type: 1 illegal burn, 1 medical, 1 MVA, 1 downed power line, 1 district coverage/standby.

Personnel training hours: **140 hours**  
Primary training topics: Fire ground training; Donning & Doffing PPE and SCBA's, train with snow chains, rope rescue, extrication / Rescue 42 training, extrication equipment training with 351 equipment, CPR cert with TMFPD.

Other information: **28.5 hours** – Station maintenance, apparatus checks, Volunteer Chief's meeting, logistics, snow removal.

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**Cumulative totals for reporting departments:**

- **55**            **Emergency Responses**
  - **617.5**        **Personnel training hours**
  - **1066.5**      **Other fire related activity hours**
-



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: January 27, 2015

CM/ACM JCH  
Finance VVB  
Legal BC  
Risk Mgt. DE  
HR S

**DATE:** January 11, 2015  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**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. (All Commission Districts)

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### SUMMARY

This Board item is a presentation on volunteer services and action to authorize the Fire Chief to distribute a draft Agreement for Provision of Volunteer Fire Services and related documents to Volunteer Fire Departments (VFD) for review and comment.

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

### PREVIOUS ACTION

On April 17, 2012 the Board of Fire Commissioners received a presentation on the Volunteer Fire Departments and a Volunteer needs assessment.

On June 11, 2014, the Board of Fire Commissioners received an Audit Report from the Washoe County Internal Auditor which recommended agreements between VFD's and the District.

### BACKGROUND

Volunteer Firefighters have a long history of serving the citizens of Washoe County and in fact some of the Volunteer Fire Departments pre-date the formation of Truckee Meadows Fire Protection District (TMFPD).

There are eleven (11) VFD's in the County. Red Rock and Gerlach are located outside of the boundary of TMFPD; however TMFPD has management oversight and support obligations to Red Rock and Gerlach by way of an Interlocal Agreement. Within the boundary of TMFPD and Sierra Fire Protection District, there are nine (9) autonomous departments with eleven (11) volunteer stations. These VFD's have historically served by way of a contractual relationship with the District as authorized by the Board of Fire Commissioners.

Within the boundary of Truckee Meadows Fire Protection District are the VFD's of Cold Springs, Galena, Lemmon Valley, Peavine, Palomino Valley, Silver Lake, and South Valley. Combined, the

departments have 147 volunteers with varying levels of training and certifications that range from entry level, Structural Firefighter, Emergency Medical Technician, Wildland Firefighter and Logistics.

The VFD's are autonomous and operate their organizations independently. This makes coordination and optimal performance difficult. To increase safety, capability and effectiveness, a written set of uniform standards that outline the expectations of each department has been developed (Handbook). It is recommended within the Standards that VFD self-reporting be discontinued. The District should manage VFD training and retain all training records. OSHA and Worker's Compensation treat volunteers as employees. Modern risk management processes make it imperative that training records be retained by the District.

The audit report dated June 11, 2014 identified the need to take steps to centralize management of the volunteer program and develop and implement a contract applicable for all the volunteer organizations. My staff and I have hosted a series of meetings with volunteer agencies to frame the issues. Those consultations have resulted in the development of a draft agreement and handbook which serves to define the performance expectations of the Volunteer Fire Department. For the reason that the handbook is comprehensive and is still under review by risk management and legal, I am presenting only the table of contents of the proposed handbook.

The desired outcome of the agreement and handbook is to establish industry standards as the baseline for skills and training levels throughout the many autonomous Volunteer Fire Department contractors, thereby increasing volunteer safety, effectiveness and performance. Administrative processes are also complex and these require common understanding so as to streamline and make efficient the on-boarding of new members and compliance with physicals pursuant to NRS 617.455 and 617.457 and OSHA mandated medical reviews.

After extensive consultation with Washoe County Risk Management, representatives of the District's Insurance provider, my staff, Washoe County District Attorney's Office and the Volunteers, a draft of the Agreement and standards has been developed.

The anticipated timeline for implementation of the Agreement is as follows:

- January 27, 2015 – Board of Fire Commissioners authorizes review and comment.
- February and March 2015 – Receive volunteer comments and input. Develop volunteer budget.
- April 2015 – presentation of final document/s to Board of Fire Commissioners for approval.
- July 1, 2015 – Agreement implemented no later than the new fiscal year.

### **FISCAL IMPACT**

The fiscal impact is not determined; however, Volunteer program costs are not expected to increase as the result of the agreement.

**RECOMMENDATION**

It is recommended that the Board of Fire Commissioners accept the presentation on 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.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation a possible motion would be:

*"I move to accept the presentation on 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."*





# VOLUNTEER HANDBOOK

*Revised January 2015*



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**AGREEMENT FOR PROVISION  
OF VOLUNTEER FIRE SERVICES**

THIS AGREEMENT FOR PROVISION OF CONTRACTED VOLUNTEER FIRE SERVICES (“Agreement”) is effective on July 1, 2015 by and between the Truckee Meadows Fire Protection District, a fire protection district organized under the provisions of NRS chapter 474 and located within Washoe County, Nevada (the “District”), and the volunteer fire department listed at the end of this Agreement by their signature blocks (“VFD”), each of which is a Nevada non-profit corporation, collectively hereafter referred to as “parties.”

**RECITALS**

WHEREAS, on March 27, 2012, Sierra Fire Protection District and Truckee Meadows Fire Protection District consolidated operations pursuant to an Interlocal Agreement for Fire Service and Consolidation, hereinafter collectively referred to as, the “District”; and

WHEREAS, Truckee Meadows Fire Protection District was created by ordinance by the Board of Commissioners of Washoe County in 1972 to provide emergency fire, medical, rescue and hazardous materials services; and

WHEREAS, the District has all the powers and responsibilities granted fire protection districts by NRS 474.460 to 474.540, inclusive; and

WHEREAS, NRS 474.470(3) and 474.500(2)(b) authorize the District to establish, regulate and support volunteer fire departments within the District; and

WHEREAS, the District shall set forth certain operational and performance standards and administrative processes, (the “Standards”) herein incorporated and attached as Appendix A which document shall serve to define District and industry standards for VFD safety, capability, performance and reporting so as to make a more uniform and efficient operation set forth therein;

WHEREAS, VFD’s in Washoe County provide emergency services support to the District and to the community, and the District acknowledges that optimal utilization of VFD continues to be in the public interest; and

WHEREAS, VFD is a non-profit corporation organized under the provisions of Chapter 81 of the Nevada Revised Statutes for the purpose of providing fire protection and other emergency services and operate volunteer fire station(s) located within the District’s boundaries; and

WHEREAS, VFD represents that it and its members are duly qualified and able to render the services specified hereinafter in a consistent and lawful manner;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:



## **ARTICLE 1. VFD.**

VFD shall provide the following:

1.1 VFD shall reliably respond to incidents in the District, including but not limited to, structure fires, wildland fire, vehicular accidents, rescue services, public assistance, and logistical services (the "Services") - when notified and dispatched by the District. Such responses shall be under the command and control of the District pursuant to any policy, regulation and "Standards". The "Services" shall include, but are not necessarily limited to:

- a. Fire prevention
- b. Public education
- c. Emergency medical
- d. Structural fire
- e. Wildland fire
- f. Vehicle fire
- g. Extrication of trapped victims
- h. Water and ice rescue
- i. Public assistance
- j. Professional development and training
- k. Preparation for response, including station and emergency vehicle maintenance and testing
- l. Equipment testing
- m. Public relations

1.2 VFD shall reliably staff its fire station during extreme weather events, including but not limited to, red flag warnings, severe lightning thunderstorms, or as notified by the District.

1.3 VFD shall provide the "Services" only when properly staffed and equipped meeting current "Standards" including without limitation all federal, state and local law and regulations governing occupational safety and health requirements.

1.4 VFD shall fulfill the "Standards" and applicable laws and regulations, maintain appropriate licensure and certification as required performing "Services", and delivering documentation and reports to the District in the manner specified in the "Standards".

1.5 VFD shall designate a training officer responsible for coordinating performance and safety training within VFD, who shall act as VFD liaison to the District for all safety and training matters.

1.6 Cooperate fully in Federal Department of Transportation (DOT) inspections conducted annually on all apparatus used in providing "the Services" and provide any such documentation that VFD-owned-apparatus meet necessary federal DOT and OSHA safety standards requested by the District.

1.7 VFD shall deliver and pick-up VFD and District-owned apparatus operated by VFD to the designated repair facility for preventive maintenance and repair

and participate as directed in testing of certain firefighting equipment, including but not necessarily limited to, hose, ladder, self-contained breathing apparatus and fire pumps.

1.8 Maintain District owned fire stations VFD owned and District owned vehicles in a clean and orderly condition and comply with applicable OSHA standards and applicable building and fire codes.

1.9 VFD shall not use District owned facilities, or permit the use of District owned facilities, vehicles or equipment without written District permission when activities fall outside the scope of "the Services". When VFD participates in fund raising or charitable activities and agrees that its members shall not act as employees of the District when participating in such activities which are outside the scope of the "Services."

1.10 As required by applicable law, VFD will not discriminate on the basis of race, religion, creed, sex or handicap in the provision of "the Services" or in the selection, retention or termination of volunteer members.

1.11 Fulfill all laws concerning VFD's legal status as a nonprofit corporation, and maintain current and registered status with the Nevada Secretary of State. A copy of the annual officers' list filing with the Nevada Secretary of State's office shall be sent to the District within 30 days of execution of this contract. All VFD funds shall be used for legal purposes.

## **ARTICLE 2. DISTRICT.**

The District shall provide the following:

2.1 The District shall determine optimal participation by VFD in emergency incidents consistent with, and in the Fire District's sole discretion, the location, type of severity of the emergency incident, availability of the appropriate VFD vehicles and equipment and the VFD's compliance with training and the 'Standards'.

2.2 The District shall periodically revise the "Standards" as necessary to maintain compliance with industry standards and implement revisions to the "Standards" after consultation with the VFD.

2.3 Determine the manner in which VFD members are identified on emergency scenes, which identification may indicate qualifications for functioning at incidents. Members who fail to meet current training requirements or are suspended or without current identification are expressly not authorized to respond to incidents.

2.4 The District, in its sole discretion, may replace District-owned vehicle and equipment on as needed basis. Equipment and vehicles will be provided to the VFD on an as needed basis.

2.5 The District will secure and provide insurance for and maintain and repair, all VFD and District owned apparatus and investigate or cause to be investigated any vehicular accident involving a VFD vehicle.



2.6 The District will secure and provide real and business personal property insurance and related liability insurance for the VFD, provide workers' compensation coverage pursuant to NRS 616A.145, physical examinations as required by law, necessary fire protection equipment and protective clothing, firefighter liability insurance, and coverage for civil liability purposes pursuant to and as provided in NRS 41.0309.

2.7 The District Staff will generate all reports on VFD activities and performance relating to the "Services" to the District's Board of Fire Commissioners. The District will provide all necessary software, computer equipment, internet services and training necessary for VFD to report activities to the District.

2.8 The District will provide training for the VFD in accordance with an Annual Training Plan, which plan shall be developed with consultation of the VFD in the first month of the calendar year.

2.9 When mutually agreed upon, the District will support VFD member recruitment at a frequency and level determined by the District.

### **ARTICLE 3. FISCAL SUPPORT.**

The District will pay on behalf of the VFD reasonable expenses for those items set forth in Article 2. VFD acknowledges that the financial obligations hereunder of the District are contingent upon annual appropriation of funds by the District's Board of Fire Commissioners through the District's budget process and that this Agreement will terminate by operation of law if funds are not appropriated. Upon such non-appropriation, the District shall provide VFD with immediate written notice of the Board's action.

### **ARTICLE 4. VFD or VFD MEMBER FAILURE.**

VFD members found to have violated this Agreement or District "Standards" may be subject to an action by the District, and at the discretion of the District, be prohibited from performing the "Services" or placed on probation or suspended after consultation with the VFD. In the event of VFD noncompliance with this Agreement and following written notice and reasonable opportunity to cure the violations, the District may remove its equipment from the VFD station and suspend emergency incident notification.

### **ARTICLE 5. TERMINATION.**

This Agreement may be terminated with or without cause by VFD or the District upon appropriate action of their governing boards, provided that a termination shall not be effective until 60 days after a party has served written notice of termination upon the other party. Upon delivery of notice of termination of this Agreement for any reason, all equipment and vehicles belonging to the District will be returned to the District's possession within five (5) calendar days. Termination of the Agreement constitutes immediate withdrawal of VFD's authority to provide "the Services" within the District.

**ARTICLE 6. TERM OF AGREEMENT.**

The term of this Agreement shall be from July 1, 2015 until June 30, 2016, unless extended or terminated sooner as provided in this Agreement.

**ARTICLE 7. GOVERNING LAW AND VENUE.**

The laws of the State of Nevada shall govern this Agreement. All parties hereto consent to the personal jurisdiction of the state court in Washoe County, Nevada and to the service of process by any means authorized by such court or under the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Washoe County, Nevada state court.

**ARTICLE 8. ASSIGNMENT AND SUBCONTRACTING.**

Except as otherwise permitted by the District and, no party shall assign, sublet or transfer any interest or right or duty or service in this Agreement, or which arises out of this Agreement, without the written consent of the other parties.

**ARTICLE 9. SEVERABILITY.**

If any provision of this Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.

**ARTICLE 10. AMENDMENT.**

This Agreement and Appendix "A" is the entire Agreement between the parties and supersedes any and all prior understandings and agreements between the District and VFD, written or oral. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either party unless executed in writing by each of the parties.

**ARTICLE 11. NOTICE.**

All notices and demands required under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when personally delivered or deposited in the United States certified mail, addressed according to the information provided in the signature blocks below.

IN WITNESS THEREOF, the parties hereto have approved this Agreement for Provision of Volunteer Fire Services and have set their hands as of the date and year first above written.

**VFD:** \_\_\_\_\_

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

**Attest:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

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

**By:** \_\_\_\_\_  
Marsha Berkgigler, Chair

**Attest:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** Truckee Meadows Fire Protection District  
P.O. Box 11130  
Reno, Nevada 89520

**Approved as to form:**


\_\_\_\_\_  
Washoe County District Attorney



**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
SIERRA FIRE PROTECTION DISTRICT**



**STAFF REPORT**  
**Board Meeting Date: January 27, 2015**

CM/ACM   
 Finance VJB  
 Legal GO  
 Risk Mgt. DE  
 HR N/A

**DATE:** January 7, 2015  
**TO:** Truckee Meadows Fire Protection District and  
 Sierra Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
 Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**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. (All Commission  
 Districts)

**SUMMARY**

This agenda item is to discuss potential legislation in concept which would allow for a future permanent consolidation of the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD) by clarifying the board of county commissioners which created the Sierra Fire Protection District and is the governing body of the Sierra Fire Protection District may dissolve the Sierra Fire Protection District thereby allowing the Truckee Meadows Fire Protection District the ability to annex the Sierra Fire Protection District territory. The legislation would also allow for the retainage of the property tax abatement when the territory of the dissolved fire district is annexed by an existing fire district. This will insure there would be no property tax increase if the Truckee Meadows Fire Protection District annexes the Sierra Fire Protection District territory.

This legislation only affects the Truckee Meadows Fire Protection District and the Sierra Fire Protection District and no other fire district including the North Lake Tahoe Fire Protection District.

This legislation is conceptual only with the final bill draft to be written by the Nevada Legislative Counsel Bureau.

**Strategic Objective supported by this item:** *Achieving long term financial sustainability*  
**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

**PREVIOUS ACTION**

October 25, 2011 Board of Fire Commissioners approved the operational and administrative consolidation of the SFPD and TMFPD with TMFPD as fire service provider and defined the level of service therein. Board directed staff to return with an Interlocal Agreement between the SFPD and TMFPD to effectuate the consolidation through contract.

March 27, 2012 Board of Fire Commissioners approved the Interlocal Agreement between the SFPD and TMFPD for Consolidated Fire Service.

### **BACKGROUND**

Since 2010, the Board of Fire Commissioners has taken steps to consolidation the operations and administration of the TMFPD and SFPD. The consolidation has taken place through an Interlocal Agreement approved by the Board on March 27, 2012 with subsequent extensions. However, consolidation through Interlocal Agreement means both fire districts are still in existence as two separate local governments creating much duplication of effort and higher administration costs.

For example, because the TMFPD and SFPD are currently two separate local governments, they both have to follow state law regarding auditing, budgeting and reporting requirements. This leads to duplicate auditing for both the TMFPD and SFPD. The auditors audit the SFPD expenditures which for the most part is merely the transfer of funds from the SFPD to the TMFPD for operational costs and then audits the operational costs of the SFPD during the TMFPD audit. The cost of the SFPD audit is in the \$20,000 range which could be saved if there were only one audit of TMFPD and SFPD combined.

Regarding budgeting, currently the TMFPD and SFPD have to have separate local government budgets when for the most part the expenditure of the SFPD is merely the transfer of funds from the SFPD to the TMFPD and then the TMFPD budgets for the SFPD operational expenditures. This leads to duplicate budgeting and several thousands of dollars of staff time in preparing duplicate budgets.

In addition, reporting requirements for the TMFPD and SFPD are currently duplicated adding additional staff time costs.

There are duplicate Board agenda items which take up Board and staff time and cost, duplicate insurance costs such as liability insurance for two Boards which could be streamlined into one insurance policy for one Board, etc.

The operational and administrative consolidation of the TMFPD and SFPD has been extremely successful and has provided financial stability to both fire districts. A permanent consolidation would insure this successful consolidation remains in perpetuity.

### **FISCAL IMPACT**

The fiscal impact if this legislation were enacted is a savings to the Districts of several tens of thousands of taxpayers' dollars. In addition, the legislation would ensure no property tax increases due to an annexation of the SFPD by the TMFPD.

### **RECOMMENDATION**

It is recommended the Board of Fire Commissioners of the Truckee Meadows Fire Protection District and the Sierra Fire Protection District approve the proposed conceptual legislation to allow for a permanent consolidation of the two Fire Districts.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:

*"I move to approve the 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 the Sierra Fire Protection District."*



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: January 27, 2015

CM/ACM JK  
Finance VVB  
Legal BC  
Risk Mgt. DE  
HR N/A

**DATE:** January 2, 2015  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**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. (All Commission Districts)

### SUMMARY

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.

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

### PREVIOUS ACTION

On May 20, 2013, the Board of Fire Commissioners approved the District's FY 13/14 Budget and adopted the Capital Improvements Plan for Fiscal Year 2014, which included funding for replacing and upgrading radios. On April 18, 2014, the Board of Fire Commissioners approved the purchase of 54 800 Mhz hand held P25 Compliant Radios.

On May 19, 2014, the Board of Fire Commissioners approved the District's FY 14/15 Budget and adopted the Capital Improvements Plan for Fiscal Year 2015, which included funding for replacing and upgrading radios

### BACKGROUND

Many of the 800 MHz hand held radios currently in use have reached their life expectancy and repairs are no longer supported due to non-availability of parts. The purchase of these P25 compliant 800 MHz hand held radios will replace those and will not only solve immediate repair problems, but is a cost effective solution that will meet the federal interoperability requirements of our region. These radios will help enhance first responder's ability to communicate with all neighboring jurisdictions operating safer and more effectively throughout the District as these radios are able to fully integrate and inter-operate with the existing Washoe County Regional Communications System 800 MHz Infrastructure.

Washoe County has a proprietary regional 800 MHz public safety radio communication system and as such, system operability is crucial. All radios need to be fully compatible with the existing system. Harris Communications is the manufacturer of these radios that meet the requirement and Daily Wells is their designated representative for Washoe County and therefore is a sole source supplier for this equipment.

### **FISCAL IMPACT**

The District's FY 14/15 Capital Budget includes sufficient funding for the purchase of these radios.

### **RECOMMENDATION**

It is recommended that the Board 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.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion could be:

*"I move to 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."*



# TMFPD - Chris Ketring

1/2/2014



## Equipment List:

- Notes: (1) Prices exclude programming and installation.  
 (2) Shipping is FOB Destination .  
 (3) Prices in accordance Washoe County Contract.

### eighty one (81) XG-75 portable radio WGRCS standard features with belt clip, no case or belt loop.

Item	Part Number	Description	Quantity	Sale Price	Ext Sale
10	EVXG-PF78B	PORTABLE,XG-75,764-870MHZ,SYS,BLK-GRY	81	\$1,584.10	\$128,312.10
20	MAEV-NPL3R	Feature,Max(1024+) System/Groups	81	\$0.01	\$0.81
30	MAEV-NPL5K	Feature,ProFile OTAP Over-the-Air Prgm	81	\$193.45	\$15,669.45
40	MAEV-NPL7G	Feature,ESK/P25 Personality Lock	81	\$80.30	\$6,504.30
50	EVXG-NPL4F	Feature, P25 PHASE 2 TDMA	81	\$182.50	\$14,782.50
60	EV-PL4U	Feature, Single-Key DES Encryption	81	\$0.01	\$0.81
70	EV-LLA	FEATURE, LINK LAYER AUTHENTICATION	81	\$54.75	\$4,434.75
80	EV-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	81	\$803.00	\$65,043.00
90	MAEV-NNC5X	Antenna,764-870MHz,1/4 Wave Whip	81	\$29.20	\$2,365.20
100	EV-AE1U	SPKR MIC,PREMIUM,FIRE,NC,XG75P	88	\$328.50	\$28,908.00
110	MAEV-NHC2G	Belt Clip,Standard,P7300/XG75	144	\$14.60	\$2,102.40
120	FM-014712	COVER,UDC,WEATHER PROOF	81	\$14.60	\$1,182.60
130	MAEV-CH4B	Charger, 6-Bay	12	\$547.50	\$6,570.00
140	MAH2-VC4PB	Charger,VC4000,Tri-Chemistry	61	\$109.50	\$6,679.50
		Shipping Estimate			\$1,200.00
<b>TOTAL:</b>					<b>\$283,755.42</b>

Note:

P25 Trunking feature included free: Migration pricing per Harris MBP#13965

Pricing good for 90 days

Send purchase order to:

Contact: Craig Harrison - craig@dwcomm.com  
 Telephone: (775) 240-6821  
 Email: craig@dwcomm.com

Company Confidential

L. Purchase Orders are to be addressed as follows:

Dailey-Wells Communications, Inc.  
 3440 E Houston Street  
 San Antonio, TX 75214

# TMFPD - Chris Ketring

1/2/2014



**Equipment List:**

- Notes: (1) Prices exclude programming and installation.
- (2) Shipping is FOB Destination .
- (3) Prices in accordance Washoe County Contract.

**fifty four (54) additional features for XG-75 portable radios WCRCS plus others.**

Item	Part Number	Description	Quantity	Sale Price	Ext Sale
10	YRPL4F	TAC FEAT, TMA Phase II	54	\$182.50	\$9,855.00
20	YR-LLA	TAC Feature, link Layer Authentication	54	\$54.75	\$2,956.50
30	MAEV-NPL7G	Feature ESK/P25 Personality Lock	54	\$80.30	\$4,336.20
40	MAEV-NNC5X	Antenna, 764-870MHz, 1/4 Wave Whip	10	\$29.20	\$292.00
50	MAEV-NHC2G	Belt Clip, Standard, P7300/XG75 shipping (estimate)	80	\$14.60	\$1,168.00
				<b>TOTAL:</b>	<b>\$18,622.70</b>

**Pricing good for 90 days**

Send purchase order to:

Contact: Craig Harrison - craig@dwcomm.com  
 Telephone: (775) 240-6821  
 Email: craig@dwcomm.com

Company Confidential

1. Purchase Orders are to be addressed as follows:

Daily Wells Communications Inc.  
 3240 E. Houston Street  
 San Antonio, TX 78219

# TMFPD -Chris Ketring

1/2/2014



## Equipment List:

- Notes: (1) Prices exclude programming and installation.  
 (2) Shipping is FOB Destination .  
 (3) Prices in accordance Washoe County Contract.

### eight (9) M7300 mobile radio latest WCRCS standard/with AES Encryption five (5) without encryption.

Item	Part Number	Description	Quantity	Sale Price	Ext Sale
10	MAMW-SDMXX	MOBILE,XG-75M/M7300,764-870MHZ,HALF DPLX	14	\$1,679.00	\$23,506.00
20	MAMW-NPL3R	Feature,Max(1024+) System/Groups	14	\$0.01	\$0.14
30	MAMW-NPL5K	FEATURE,PROFILE OVER-THE-AIR-PROGRAMMING	14	\$193.45	\$2,708.30
40	MAMW-NPL5L	Feature,Over-the-Air-Rekeying	14	\$361.35	\$5,058.90
50	MAMW-NPL7G	Feature,ESK/P25 Personality Lock	14	\$80.30	\$1,124.20
60	MW-PL4F	Feature, P25 Phase 2, TDMA	14	\$182.50	\$2,555.00
70	MAMW-NPL7M	Feature,256-AES,ECP Encryption/Provoice	9	\$361.35	\$3,252.15
80	MW-LLA	FEATURE, LINK LAYER AUTHENTICATION	14	\$54.75	\$766.50
90	MW-P25ED	FEATURE PACKAGE,P25 TRUNKING & EDACS	14	\$803.00	\$11,242.00
100	MAMW-NMK5F	GPS Option	14	\$383.25	\$5,365.50
110	MAMW-NCP9F	Control Unit,CH721, System,Remote Mount	14	\$602.25	\$8,431.50
120	MAMW-NZN7R	ACCESSORIES,XG-75M/M7300 REMOTE MOUNT	14	\$262.80	\$3,679.20
130	MAMW-NMC9D	MICROPHONE,Noise Canceling, CH-721 CU	14	\$116.80	\$1,635.20
140	AN-225001-002	Antenna,Element,700/800 3dB Elev Feed	14	\$124.10	\$1,737.40
150	AN-125001-006	Antenna,Base,Std Roof Mnt Low Loss GPS	14	\$127.75	\$1,788.50
160	64358	Noise suppressor 15amp shipping	14	\$34.25	\$479.50
				<b>TOTAL:</b>	<b>\$73,494.99</b>

P25 Trunking feature included free: Migration pricing per Harris MBP#1396

Pricing good for 90 days

Send purchase order to:

Contact: Craig Harrison - craig@dwcomm.com  
 Telephone: (775) 240-6821  
 Email: craig@dwcomm.com

Company Confidential

1. Purchase Orders are to be addressed as follows

Daley-Weis Communications, Inc.  
 3443 E. Houston Street  
 San Antonio, TX 78219