

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

TUESDAY

5:00 p.m.

JUNE 17, 2014

PRESENT:

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

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

The Board convened at 5:01 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:

14-87F 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 Commission 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 District as a whole. "

Thomas Daly said the extension of the Regional Emergency Medical Services Authority (REMSA) Franchise Agreement allowed REMSA to play God with people's lives. He said preventing a catastrophic medical event had nothing to do with geography and everything to do with response times. He felt that REMSA's eight minute and 59 second response would further guarantee that those who lived outside of the zone were doomed. He urged the Board to direct their members on the District Board of Health to vote to reconsider the extension of the Agreement and reopen the negotiations with REMSA to guarantee that no residents in REMSA's service area were treated as second class citizens.

14-88F AGENDA ITEM 3A

Agenda Subject: "Approval of minutes from Board of Fire Commissioners meeting of May 13, 2014."

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 3A be approved

14-89F AGENDA ITEM 3B

Agenda Subject: "Authorize the renewal of the Property and Liability Insurance Policy for the Truckee Meadows Fire Protection District with the Nevada Public Agency Insurance Pool, for one year beginning July 1, 2014 for an annual premium of \$110,639.64."

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 3B be authorized.

14-90F AGENDA ITEM 4

Agenda Subject: "Fire Chief Report – A) Report and discussion related to ISO Public Protection Classification Summary Report; B) Review of Automatic Aid offer to City of Reno."

Fire Chief Charles Moore reported that the Insurance Service Office (ISO) had concluded their property and community survey of the fire department, and he said the ratings had improved substantially. He indicated that citizen's property insurance premiums would decrease based on the improved ISO rating. He noted that the most improvement was made with the hauled water credit, which meant that the hydrant was brought to a fire with the Water Tenders. He said information was also received from the ISO on areas that may need improvement over time. He said there were dispatching circuits that received 9-1-1 calls where some technical adjustments could be made to receive full credit from the ISO in the future. Chief Moore said staff was still waiting to receive a map from the ISO showing where the new ratings would extend, and he believed that the volunteer stations would also receive the credit for distance to a fire station.

Chief Moore stated that Commissioner Hartung had requested information on the offer to the City of Reno about Automatic Aid, such as the areas within the common boundaries where there was the potential for cooperation and an ability to assist the City. He said the City would have to tell the District the best way to assist them. Chief Moore distributed five maps, which indicated areas within the District that interfaced with the City's boundaries. He reviewed the maps and explained the proximity between the District's Stations and the City's stations and how the District could respond and assist with automatic aid. Chief Moore indicated that the offer of automatic aid would be made to the City on June 18th. Copies of the maps were placed on file with the Clerk.

Commissioner Hartung felt that the maps were important and would help the Board understand the boundaries and the cross-over. He said it was an important aspect to send to the City to ensure that the County and the City would understand the benefit of the County's offer.

Commissioner Weber recalled a recent fire incident that occurred in the Stead area. She said there was a pallet fire by the Reno-Stead Airport with Reno Station 9 responding, but because the fire was so large, units arrived from all over the City. At the same time there was a medical call; however, Reno Fire did not call Truckee Meadows Fire Protection District (TMFPD) Station 13 for assistance and the Reno unit that responded was from the Kings Row Station. If automatic aid was being used, TMFPD Station 13 could have responded immediately to the medical call. Commissioner Weber hoped that conversations could begin to better serve all County and City residents.

Commissioner Hartung said it was incumbent for the two entities to work together and the maps should be a formal part of the offer sent to the City for automatic aid.

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

14-91F AGENDA ITEM 5

Agenda Subject: "Approve Change Order Number 2 for the construction of the "Mogul Fire Station #35" located at 10201 West Fourth Street, Reno, NV 89523 [\$100,538.00, Funding Source – TMFPD Construction Fund 280]. (Commission District 5)"

Fire Chief Charles Moore explained that some bedrock was hit when extending the water line and a number of other components occurred that exceeded the budget. He said it was anticipated for a contingency of \$100,000, but said that the contingency had reached \$170,000.

There was no public comment on this item.

On motion by Commissioner Berkgigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5 be approved.

14-92F AGENDA ITEM 6

Agenda Subject: "Discussion and action on Resolution creating the Truckee Meadows Fire Protection District Sick, Annual and Comp Benefits Fund as of July 1, 2014."

Vicky Van Buren, Senior Accountant, stated that this was approved during the Fiscal Year 2014/15 budget to establish a Sick, Annual and Comp Benefits Fund. She said this would fund an employee's termination benefits when they retired or left service.

The establishment of the Fund was necessary due to several anticipated retirements in the upcoming years and would begin to fund any termination or retirements as they occurred in the future. At Fiscal Year end, it was estimated that the liability would be approximately \$1 million and, by establishing this Fund, the Board would be able to fund that liability in the future. The Fund would be replenished in the future from operating funds from the General Fund within the budget.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 6 be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

14-93F AGENDA ITEM 7

Agenda Subject: "Recommendation to approve a sole source contract with Bound Tree Medical for Emergency Medical Services supplies and the Operative IQ Software Program for Inventory, Asset, and Fleet Maintenance and Management."

Alex Kukulis, Battalion Chief, explained as the District transitioned from Intermediate Life Support (ILS) to Advanced Life Support (ALS) the utilization for emergency medical supplies was expected to increase. The District currently had an agreement with the Regional Emergency Medical Services Authority (REMSA) for reimbursement of supplies used on those District emergency calls that REMSA transported and subsequently charged the patient. As part of this agreement, Bound Tree Medical would provide set-up and licensing for an inventory management system to replenish inventory and reconcile emergency medical supplies, in addition to other modules that were available at the District's option at no additional cost.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 7 be approved.

The following agenda items No. 8 and No. 9 will be heard by the Washoe County Board of Commissioners who will convene as the Board of County Commissioners and the Board of Fire Commissioners for the Sierra Fire Protection District and Truckee Meadows Fire Protection District.

14-94F AGENDA ITEM 8

Agenda Subject: "Approval of the Interlocal Agreement – RAVEN Fire Training, Monitoring and Suppression Personnel and Equipment between the County of Washoe on behalf of the Washoe County Sheriff's Office, Truckee Meadows Fire Protection District and North Lake Tahoe Fire Protection District [\$65,000 and \$10,000 respectively] for the provision, when requested of a helicopter or other

aircraft and personnel and approve reimbursement for services rendered throughout the year by the Washoe County Sheriff's Office to be paid in accordance with the Interlocal Agreement to the Washoe County Sheriff's Office Regional Aviation Unit (RAVEN), and if approved, authorize the Finance Division to make the necessary budget adjustments. (All Commission Districts.)"

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 8 be approved and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-95F AGENDA ITEM 9

Agenda Subject: "Discussion and possible action on Amended Cooperative Agreement between Truckee Meadows Fire Protection District and Storey County to provide for cooperative use of fire protection capital assets and automatic aid service; and possible adoption of a resolution to change the boundary line between Washoe and Storey Counties in the area of the Truckee River and the Tahoe Reno Industrial Park authorized by SB 272 of the 2013 Nevada Legislature and as described in Section 1.5 of the bill."

John Slaughter, County Manager, said this item would implement Section 1.5 of SB 272 of the 2013 Nevada Legislature, specifically changing the boundary line between Washoe and Storey Counties in the area of the Truckee River and the Tahoe-Reno Industrial Center (TRI). It would also amend the current Cooperative Agreement between the Truckee Meadows Fire Protection District (TMFPD) and the Storey County Fire Protection District (SCFPD) to provide, among other items that the SCFPD would provide, automatic aid assistance in an area of Washoe County within the East Truckee Canyon from the Vista Exit off I-80 on the west to the Lyon County boundary line on the east, and including all areas of Wadsworth within the TMFPD territory. He noted that SB 272 had a separate provision for a boundary line change for an area known as Sunny Hills, but this agenda item did not include that particular boundary line change.

Mr. Slaughter said there had been 10 boundary line changes previously in the County since 1861 with most being initiated by the Legislature. He said this boundary line change only became effective upon the final agreement of both Washoe and Storey County Commissions. He said the property owners supported the boundary line change and, if approved, intended to develop the area with all necessary approvals of Storey County as a part of the TRI. He indicated that the TRI was a 167 square mile industrial center with many improvements currently in place. He indicated that Washoe County currently had no plans or infrastructure within the area.

Mr. Slaughter commented that initial discussions had occurred with Storey County officials over the concept of sharing property tax or other revenue, but after

review by legal staff it was determined that such an agreement for revenue sharing had no legal basis in statute. Subsequent discussions with Storey County and TRI representatives determined that Cooperative and Interlocal Agreements between Storey and Washoe Counties, whereby Storey County provided certain primary public safety services, would benefit the citizens and taxpayers of Washoe County and their districts. He said the proposed amended Cooperative Agreement would include the following:

- **Special Service Territory** – Storey County would provide automatic aid assistance, including Advanced Life Support (ALS) to the TMFPD in an area of Washoe County within the East Truckee Canyon from the Vista Exit off I-80 on the west, to the Lyon County boundary line on the east, including all areas of Wadsworth within the TMFPD territory.
- **Future Joint Staffing of Fire Station** – Storey County's Fire Station No. 75, located within the TRI had a capacity to be jointly staffed in the future by personnel of the SCFPD and the TMFPD. Joint staffing would delay or eliminate the need for the TMFPD to build a fire station and would reduce operating costs for the TMFPD to provide service to the area. No decision to jointly staff the station was implied; further, the decision to provide TMFPD personnel to Storey County's Station No. 75 for the purpose of joint staffing was entirely TMFPD's decision.
- **Communications** – Storey County would provide the necessary equipment and facilities to improve communications between Storey County Fire and the TMFPD. Such equipment was intended to facilitate communications within and along the I-80 corridor. The additional equipment would be provided by Storey County at no cost to the TMFPD, including all ongoing operational costs.

Mr. Slaughter said the area currently generated property tax revenue of approximately \$27,455 per year with about \$1,500 sent to the State. He said the TMFPD collected about \$4,500, Washoe County collected about \$12,000 and the Washoe County School District collected about \$9,600. If the area was moved out of Washoe County, he said those property taxes would no longer be collected by Washoe County.

Commissioner Berkbigler asked if there were any Washoe County residents living in that area. Mr. Slaughter replied there were two homes in the area that were part of the McCarran Ranch, and he believed there was a caretaker that lived on the property.

Chairman Humke said there was a reference from a Senate Government Affairs hearing in 2013 about a Municipal Services Center including facilities for police and fire services. He asked if there was a law enforcement agreement envisioned for the future. Mr. Slaughter explained that law enforcement coverage already occurred on an as-needed basis.

Commissioner Hartung saw this as two distinct items, amending the Cooperative Agreement, and the adoption of the resolution for the boundary line adjustment. He said the Board had been under the impression there would be a revenue

sharing of approximately \$600,000 per year. He felt the way this was put together was not the way it had first been portrayed to the Board. He inquired on the numbers of fire calls for the area in the East Truckee Canyon and the I-80 corridor and understood that REMSA was supposed to cover those medical calls.

TMFPD Fire Chief Charles Moore distributed a data sheet of the incidents along the I-80 corridor, which was placed on file with the Clerk. He reviewed the statistics for the year-to-date responses to that area.

Commissioner Hartung suggested having the revenue sharing option for the County.

Chairman Humke said there were two parts to Commissioner Hartung's question, the revenue sharing agreement, and the replacement provision which was the provision of fire services. He questioned if there was a way to enter into a revenue sharing option.

Paul Lipparelli, Legal Counsel, commented that Dillon's Rule noted that, "counties could only do what the Legislature said what a county could do." He said the Legislature had not said that counties may make deals with one another to share property tax revenue. He reported there was no prohibition against that so the Board had to determine what could be done about the Legislative silence on the issue. If the Counties made an arrangement to have revenue sharing, it would work as long as both parties honored the agreement; however, if a future Storey County Commission began questioning the exporting of dollars to Washoe County, they could be advised to cease the agreement. He said the remedy would be for Washoe County to sue Storey County for performance of that arrangement and bring the issue to the forefront. He noted that interlocal agreements and Cooperative Agreements for exchanging services and providing services were enforceable and legal. Mr. Lipparelli concluded that he never reached the conclusion that it was strictly prohibited to engage in revenue sharing, but had advised it was an uncertain area and, once the resolution was adopted by both County Commissions, the boundary line would be changed.

Commissioner Hartung stated his support for the boundary line adjustment as long as revenue could be shared, but per legal advice, he said the County would have to return to the Legislature.

Commissioner Jung questioned if Storey County could begin making revenue payments to Washoe County, and then both County's staff would work together and bring to the Legislature a legal, binding contract. She suggested staff draw up the contracts to begin revenue sharing and then attend the Legislature to receive an approach to make an attorney comfortable if there would be any recourse.

Commissioner Weber originally believed that revenue would be shared; however, she felt that a fire station far exceeded any revenue that the County would

receive. She did not agree that the County should return to the Legislature and felt this was a positive move for future services.

Commissioner Berkbigler asked if the County had any infrastructure on the opposite side of the highway. Mr. Slaughter understood that Washoe County did not have any infrastructure in that entire area. Commissioner Berkbigler said she supported transferring the land, and thought it was worthwhile and would benefit Washoe County. She understood the concerns about revenue sharing and if there was a way to amend the agreement for the possibility, she would stand at the will of the Board.

Chairman Humke inquired on a quantification of value that Washoe County would receive from Storey County's physical facilities such as the Fire Station. Mr. Slaughter replied there was not a dollar amount attached.

Chief Moore explained there were some costs that could be quantified, but others were intangible. He said an intangible cost savings occurred because the TMFPD was not responding all the way down the I-80 corridor and that the SCFPD could arrive first on-scene. He said the benefit to the TMFPD was that the apparatus from Hidden Valley would remain in station, which was a value that a dollar amount could not be placed.

Chairman Humke questioned if the SCFPD had a transport license for medical calls. He said REMSA sometimes did not respond in a timely manner to the Wadsworth area and other parts of Washoe County.

Commissioner Hartung suggested a cross agreement that included fire services since he felt the County in the future would be responsible to help staff the TRI Fire Station. He agreed that staff should review a revenue sharing option and the component of automatic and mutual aid if the arrangement for fire changed in the future, the revenue sharing still existed. He commented that the process could begin now and then staff could attend the 2015 Legislature with the agreement to be codified by the Legislature.

Mr. Slaughter clarified that the I-80 corridor was still in the current Franchise Agreement with REMSA and any transport in that area would be through mutual aid with REMSA being the primary responder. Secondly, he said there was nothing implied in the amended Cooperative Agreement that said a decision had been made to jointly staff TMFPD staff in the Storey County Station, but noted it would be the decision of the TMFPD.

Commissioner Weber stated there was value in having the Hidden Valley crew remain in the Hidden Valley Station and questioned the crew size on the SCFPD. Patrick Whitten, Storey County Manager, replied that the SCFPD staffed to an ALS response unit in those stations and were two-man crews. He explained that this began under the premise that as this property developed there could be revenue sharing potential, but legal staff determined it was not feasible under the current Legislation. He

acknowledged that his Board of County Commissioners and Board of Fire Commissioners had approved the boundary line adjustment and the amendment to the Cooperative Agreement.

Commissioner Hartung appreciated having a station staffed in that area, but asked where the second engine would come from if needed. Chief Moore stated the second engine would come from the Hidden Valley Station. Commissioner Hartung questioned if staff could research a fire and revenue sharing process where the long-term ramifications were understood with a joint agreement.

Commissioner Weber asked if there was a total amount requested for revenue sharing and could that be weighed against the advantage of fire services. Mr. Slaughter said the point was never reached during discussions where an amount was quantified.

Commissioner Jung asked if there was a fire station requirement in the Industrial Park. Mr. Slaughter did not have the answer to that question.

Commissioner Berkbigler moved to amend the Cooperative Agreement between the TMFPD and Storey County to provide for cooperative use of fire protection capital assets and automatic aid service; and further moved to adopt a resolution to change the boundary lines between Washoe County and Storey County in the area of the Truckee River and the Tahoe-Reno Industrial Park authorized by SB 272 of the 2013 Nevada Legislature as described in Section 1.5 of the bill. Commissioner Weber seconded the motion.

Mr. Lipparelli said the motion was fine as made, but the TMFPD was not adopting a resolution to change the County boundary lines. He said the motion to adopt the resolution applied only to the Board of County Commissioners.

Commissioner Hartung asked if staff would be directed to review any revenue sharing options. Chairman Humke said the motion could be amended.

Commissioner Hartung amended the motion to include a revenue sharing option as well as the option for fire with the automatic aid agreement. Commissioner Jung seconded the amendment.

Mr. Lipparelli clarified when the Legislature approved the bill authorizing the boundary line change, it said the boundary line was changed when both boards of county commissioners adopted a resolution changing the boundary line. Once the resolution was adopted by Washoe County, he reiterated that the boundary line would be changed at that moment and would not be changed back if another contingency failed.

In response to the call for public comment, Jim Gubbels, REMSA President, said the mutual aid agreements were in place. He said the mutual aid

agreements would be used on patients that were seriously injured or ill, and he would work with the Fire Chiefs in those areas to provide the best service.

Commissioner Berkbigler asked for clarification on the amended motion. She questioned if Washoe County staff was being requested to meet with Storey County staff and then bring back to the Board a potential revenue sharing agreement, but at the same time approving the boundary line change.

Chairman Humke said that was his understanding on the main motion and the amendment to the motion. Commissioner Berkbigler said since the original motion included the Cooperative Agreement between the TMFPD and the SCFPD that would also be placed into effect. She understood that the amended motion would have the two staff's working together and arrive at a potential revenue sharing that might be considered at a later date.

Chairman Humke clarified that the boundary line change would be effective immediately upon passing of the original motion. He said the amended motion was to negotiate a revenue sharing option.

Commissioner Hartung asked if there were any issues with Storey County having a revenue sharing process. Mr. Whitten said the concept of revenue sharing was brought to the Storey County Commission as a non-agendized staff report early in the process. He said Mr. Slaughter adequately stated that all the combined legal staffs indicated there were flaws in the current laws as written and would have to return to the Legislature. He commented that the SCFPD had a fully staffed ALS station at Exit 26 off I-80 in the Lockwood/Rainbow Bend area. Commissioner Hartung asked why this was being rushed and suggested waiting until staff returned with the results of the revenue sharing discussion.

Chairman Humke proposed taking a vote on the motion to amend. On call for the question to amend the original motion and include staff's negotiating a revenue sharing option, the motion passed on a 3 to 2 vote with Commissioners Berkbigler and Weber voting "no."

On call for the question on the main motion, the motion passed on a 3 to 2 vote with Commissioners Weber and Hartung voting "no."

The Interlocal Agreement and Resolution are attached hereto and made a part of the minutes thereof.

14-96F AGENDA ITEM 10

Agenda Subject: "Commissioners'/Chief's Announcements, requests for information and identification of topics for future agendas. (No discussion among Commissioners or action will take place on this item.)"

There were no Board member comments.

14-97F AGENDA ITEM 11

Agenda Subject: "Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Commission 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 District as a whole. "

There was no response to the call for public comment.

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ADJOURNMENT

6:53 p.m. There being no further business to come before the Board, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, the meeting was adjourned.

DAVID E. 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:
Stacy Gonzales, Deputy County Clerk*

RESOLUTION ----- Creating the Sick, Annual, and Comp Benefits Fund for the Truckee Meadows Fire Protection District as of July 1, 2014

WHEREAS, the Truckee Meadows Fire Protection District Board of Fire Commissioners desire to create a fund for the Truckee Meadows Fire Protection District's employees' termination benefits; and

WHEREAS, NRS 354.604 provides that the Truckee Meadows Fire Protection District Board of Fire Commissioners may establish pension and other employee benefits funds according to its own needs; and

WHEREAS, NRS 354.612 provides that the Truckee Meadows Fire Protection District Board of Fire Commissioners may establish a fund by resolution which describes the purpose of the fund, the resources to be used to establish the fund, the sources to be used to replenish the fund and the method for controlling the expenses and revenues of the fund.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The object and purpose of this fund is to account for employees' termination benefits expenditures incurred by the Truckee Meadows Fire Protection District for the payment of sick, annual and comp benefits upon employees' termination; and
2. The resources being used to establish the fund are in the Health Benefits Fund which will be transferred to the Sick, Annual, and Comp Benefits Fund.
3. The source to be used for future replenishment of the fund is operating funds from the District's General Fund to the Truckee Meadows Fire Protection District's Sick, Annual, and Comp Benefits Fund.

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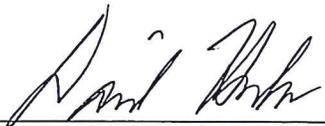
4. The method for which a determination will be made as to whether the fund balance is reasonable and necessary to carry out the purpose of the fund and for controlling expenses and revenues of the fund is the budgeting and financial accounting policies administered by the Truckee Meadows Fire Protection District.
5. Any interest earned on the monies in the fund, after deducting applicable bank charges, must be credited to the fund.

ADOPTED this 17th day of June, 2014.

AYES: *Humke, Weber, Jung, Berkbigler, & Hartung*

NAYES: *none*

ABSENT: *none*



David Humke, Chairman


ATTEST
Amy L. Parent

Amy L. Parent, Washoe County Clerk

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89520, hereinafter "TMFPD", and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD". TMFPD, and NLTFPD, may be collectively referred to as the "Fire Districts." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

WHEREAS, each of the parties are public agencies and political subdivisions of the State of Nevada; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the WCSO owns and operates an HH1-H helicopter on which a water tank for fire suppression can be affixed, as well as two OH-58 helicopters which aircraft are suitable for use for aerial observation purposes; and

WHEREAS, the Fire Districts are responsible for wildland fire monitoring and suppression within their respective areas of unincorporated Washoe County; and

WHEREAS, aerial fire monitoring and suppression instituted by the Fire Districts can be done more cost-effectively using the aerial resources of the WCSO; and

WHEREAS, the parties desire that the WCSO respond for the purposes of aerial wildland fire monitoring and suppression for the Fire Districts, which response shall include such mutual training exercises as the parties to this Agreement shall agree are necessary to provide the level of service and margin of safety appropriate for such purposes; and

WHEREAS, the Fire Districts' respective lands all pose fire dangers at times and, therefore, the Fire Districts agree to participate in portions of the administration and costs of the duties and obligations to the WCSO as set forth in this Agreement;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2015.
2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

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terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party (ies) only if the defaulting party (ies) fails to cure the default within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

3. **AGREEMENT AS TO PERSONNEL AND EQUIPMENT AND OPERATING PROTOCOLS AND PROCEDURES:**

A. Aircraft and Equipment:

1. The WCSO shall provide, when requested, the FIRE DISTRICTS a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of FIRE DISTRICTS for monitoring and fire suppression purposes during fire season. For purposes of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically otherwise provided in this Agreement, the duties and obligations of FIRE DISTRICTS and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter and shall maintain the helicopter to standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to the Fire Districts during the Fire Season.

2. The helicopter provided shall be configured as follows:

a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:

- 10 seats, including pilot;
- 2,500 pound card weight capacity; and
- 300 gallons of water capacity.

b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.

3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.

4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service, hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."

5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsibly to assure that such pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.

7. The WCSO shall notify FIRE DISTRICTS of the schedule for inspections of any of the helicopter, including other aircraft made available, as provided by the WCSO to the FIRE DISTRICTS during the term of this Agreement and allow each FIRE DISTRICTS representative to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

8. The WCSO shall also supply necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle shall be inspected by the FIRE DISTRICTS and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).

10. The FIRE DISTRICT that requests use of Helicopter shall provide a helicopter manager, either a FIRE DISTRICTS employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement. If the requesting FIRE DISTRICT is unable to provide a helicopter manager, the WCSO shall provide one. The cost for the helicopter Manager, if provided by WCSO, shall be borne by FIRE DISTRICT.

B. Operations

1. The FIRE DISTRICTS shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. If no FIRE DISTRICT helicopter manager is available for response, the WCSO shall provide the helicopter manager. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although the FIRE DISTRICTS may select a helicopter manager based on its own selection criteria, the FIRE DISTRICTS will consult with the WCSO regarding the Selection.

2. The helicopters subject to this Agreement will be based at the Reno-Stead Airport. The FIRE DISTRICTS may, at its, option designate alternate bases for temporary operation. The FIRE DISTRICTS shall be responsible for the cost of flight time to and from the alternate base so designated.

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3. The FIRE DISTRICTS may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by the FIRE DISTRICTS of the WCSO personnel and equipment designated in this Agreement pursuant to those agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior approval by the WCSO Assistant Sheriff of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

4. In the event that a WCSO helicopter is not available for a response to a FIRE DISTRICTS' request for a fire monitoring or suppression mission due to being utilized by a another agency for fire monitoring or suppression, it will be the responsibility of the FIRE DISTRICTS and the Incident Commander of the fire in which the helicopter is already working, to determine which fire should receive priority for air support.

5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Aviation Fire Suppression Program Operational Plan 2010 ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

C. Availability As follows:

1. During the Fire Season and during the duration of this Agreement the helicopter shall be available:
 - a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the FIRE DISTRICTS' responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the FIRE DISTRICTS requesting such equipment's dispatch.
 - b. Standby Time: The helicopter will be available four (4) days per week, ten (10) hours per day. The duty hours will be coordinated with the FIRE DISTRICTS to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the FIRE DISTRICTS requesting such dispatch. For "Red Flag" days that fall outside of a designated four (4) day work week, the

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WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.

- c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hanger. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.
- d. Time Schedules: The FIRE DISTRICTS and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.

2. The WCSO shall provide immediate notification to the FIRE DISTRICTS' Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.

3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.

4. The WCSO may, at its sole discretion, when so requested by the FIRE DISTRICTS, make an additional helicopter (OH-58) available to the FIRE DISTRICTS for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. The FIRE DISTRICTS may, at their discretion, request such additional aircraft on a call-when-needed basis when the FIRE DISTRICTS' incident commanders request additional firefighting resources. The FIRE DISTRICTS shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.

5. When the FIRE DISTRICTS request the availability of an observation helicopter and it is made available by the WCSO, the FIRE DISTRICTS acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by the USFS or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

D. Training

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of the FIRE DISTRICTS and Federal

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firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. The FIRE DISTRICTS shall make such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by the FIRE DISTRICTS of such personnel and equipment.

3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend a FIRE DISTRICTS' approved pre-season workshop.

4. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

E. Communications:

1. A morning report shall be transmitted to the on-duty Battalion Chiefs for the FIRE DISTRICTS as well as the Incline, and Minden Dispatch centers within 30 minutes of commencement of daily operations.

2. This report shall include:

- Status of RAVEN 3 (HH-1H, Huey)
- Response posture, immediate or stand-by
- Pilot name
- Special status changes; i.e., location if not Reno-Stead Airport
- Other available helicopters
- Name of Helicopter Manager

3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:

- Location and name of incident (Latitude and Longitude if available)
- Command radio frequency
- ICS ground contact
- Call-up frequency if different from command frequency
- Air-to-air frequency if other aircraft are operating

4. At the FIRE DISTRICTS' request, the WCSO personnel who participate in a response will attend any FIRE DISTRICTS' meetings to discuss the response to the

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incident subject to said attendance occurring during such personnel's regular duties days and hours.

F. Funding and Reimbursement:

1. As and for advance funding for the availability during a fire season of designated WCSO equipment and personnel at times constituting the WCSO's designated work week and hours, the FIRE DISTRICTS will provide advance funding to the WCSO as follows:

- a. The TMFPD shall provide to the WCSO \$65,000 within 30 days of acceptance by all parties to this Agreement.
- b. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

The purpose of the advance funding by each of the FIRE DISTRICTS is to ensure the ability of each district to request a WCSO helicopter for wildland fire monitoring and/or suppression pursuant to the terms of this Agreement. The advance funding shall be utilized at the discretion of the WCSO in its sole and absolute discretion.

2. Reimbursement for Flight Time: The FIRE DISTRICTS do not guarantee a maximum or minimum number of flight hours that may be utilized for training and the monitoring and suppression of wildland fires during the term of this Agreement, such usage being subject to the nature and extent of such incident during the term of this Agreement. When the aircraft of the WCSO covered by this Agreement are operating at the request of a FIRE DISTRICT, that FIRE DISTRICT is solely responsible to reimburse the WCSO as follows:

- \$1,190 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.
- \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

3. Personnel Surcharges: Anytime a WCSO pilot is operating on behalf of a FIRE DISTRICT, or is requested by the FIRE DISTRICTS to be available for an immediate response or to be on standby, outside of the WCSO designated work week hours, the FIRE DISTRICTS shall pay a surcharge.

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by the FIRE DISTRICTS. The requesting FIRE DISTRICT shall pay \$100 per hour of this surcharge. The remaining quarter shall be paid by the Washoe

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County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.

- b. When WCSO personnel operate aircraft at the request of a FIRE DISTRICT, then that FIRE DISTRICT is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When any one or more of the FIRE DISTRICTS request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e, "immediate availability" not desired but rather on "standby" with a pager, e.g.), the FIRE DISTRICTS shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." The FIRE DISTRICTS must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. The FIRE DISTRICTS shall each pay ½ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.
- d. The FIRE DISTRICTS may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.
- e. If a fuel truck is requested by a FIRE DISTRICT to respond to a fire, the requesting FIRE DISTRICT is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. The requesting FIRE DISTRICT shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to the FIRE DISTRICTS in which the fuel truck is requested, the rates in this paragraph apply and shall be equally shared by the FIRE DISTRICTS participating in the training. These rates include fuel.
- f. If the requesting FIRE DISTRICT is unable to provide a helicopter manager and WCSO provides one, the requesting FIRE DISTRICT shall pay \$37 per hour (\$55 on a holiday) for the helicopter manager.
- g. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in

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accordance with this Agreement. A copy of any backup documentation will be provided to the FIRE DISTRICTS when requested of the WCSO Finance Liaison Officer.

- h. The FIRE DISTRICTS shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

4. **ADMINISTRATION:** The FIRE DISTRICTS' Chiefs and the Washoe County Sheriff shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set-forth hereunder. The terms of this Agreement may be modified only by written agreement of the parties hereto.

5. **EMPLOYMENT STATUS:** The WCSO and the FIRE DISTRICTS individually shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the WCSO shall be responsible for management of and costs associated with the WCSO employees, and the FIRE DISTRICTS shall be responsible for management of and the costs associated with the FIRE DISTRICTS' employees.

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

7. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

8. **INSPECTION & AUDIT.**

A. Books and Records.

Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

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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 other party, 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 Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. 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. LIABILITY OF PARTICIPATING AGENCIES

- A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each participating agency agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents 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 act or omissions of the participating agency, its officers, employees and agents arising out of the performance of this Agreement. Each agency may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.
- B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:
1. Withholding income taxes, FICA or any other taxes or fees
 2. Industrial insurance
 3. Participation in any group insurance plans available to employees
 4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
 5. Accumulation of vacation leave or sick leave
 6. Unemployment compensation coverage provided by the participating agencies

- C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.
- D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement. This excludes liability for damages arising from mechanical or other defects with the equipment or vehicles, for which the owning agency shall be responsible. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

10. **WORKERS' COMPENSATION.** For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

11. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

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

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AND SUPPRESSION PERSONNEL AND EQUIPMENT

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

WASHOE COUNTY
BOARD OF FIRE COMMISSIONERS

By: *David Humke*
David Humke, Chairman

Date: June 17, 2014

SEAL OF WASHOE COUNTY
ATTEST:
Lancy L. Parent
County Clerk

BOARD OF FIRE COMMISSIONERS
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

By: *David Humke*
David Humke, Chairman

Date: June 17, 2014

SEAL OF WASHOE COUNTY
ATTEST:
Lancy L. Parent
County Clerk

FIRE CHIEF
NORTH LAKE TAHOE FIRE PROTECTION DISTRICT

By: _____
Michael Brown

Date: _____

ATTEST:

Administrative Clerk

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

AMENDMENT TO COOPERATIVE AGREEMENT

THIS AMENDMENT ("Amendment") amends that certain Cooperative Agreement between **TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (TMFPD)** and **STOREY COUNTY FIRE PROTECTION DISTRICT (SCFPD)** dated July 1, 2012 ("Agreement"). The defined terms in the Agreement shall have the same meanings when used herein. Except as amended hereby all provisions of the Agreement remain in full force and effect. The parties agree to amend, modify and supplement the Agreement as follows.

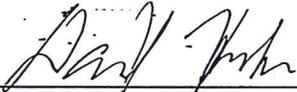
1. Special Service Territory. SCFPD agrees to provide assistance, including Advanced Life Support, on an automatic aid basis, to TMFPD in an area of Washoe County within the East Truckee Canyon from the Vista Exit of I-80 on the west to the Lyon County boundary line on the east, including all areas of Wadsworth within TMFPD territory. No assistance provided by SCFPD to TMFPD in this area shall be considered Assistance by Hire, regardless of the extent or duration of the assistance provided.
2. Station #75. SCFPD Station #75, 1705 Peru Drive, McCarran, Nevada 89434 has capacity to be jointly staffed in the future by personnel of SCFPD and TMFPD. Joint staff will delay or eliminate the need for TMFPD to build a fire station in the area specified in Section 1 above, and reduce operating costs for TMFPD to provide service to said area. TMFPD, at its election in its sole discretion, shall have the right to provide personnel to occupy with SCFPD personnel Station #75. SCFPD shall not charge rent for TMFPD's use of Station #75 and SCFPD shall pay all other costs of station operation (e.g., utilities, maintenance, repair, etc.). SCFPD shall supply all work vehicles, equipment and materials required for personnel from both SCFPD and TMFPD at Station #75. SCFPD shall have supervision and control of its personnel, and TMFPD shall have supervision and control of its personnel. TMFPD and SCFPD shall have equal input on Station #75 operation issues.
3. No Termination. The provisions of this Amendment cannot be modified or terminated without the agreement of TMFPD, in its sole discretion, the provisions of Section 24 of the Agreement notwithstanding.
4. Communications. The Storey County Communications Department will provide the necessary equipment and facilities to improve communications between SCFPD and TMFPD which may include 800 MHz or VHF repeaters or other such equipment deemed necessary on Pond Peak. Such equipment is intended to facilitate communications within and along the Interstate 80 corridor. The additional equipment will be provided by Storey County Communications Department at no cost to TMFPD, including all ongoing operational costs. The Parties will meet to determine the most cost efficient means and methods in which to facilitate joint emergency communications.

19-95A

IN WITNESS WHEREOF, the agencies hereto have caused this Amendment To Cooperative Agreement to be executed as of the day and year herein below written.

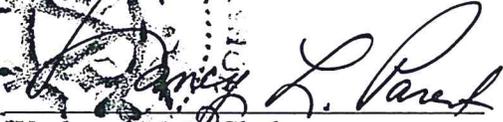
Dated this 17th day of June, 2014.

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**



DAVID HUMKE, Chair
Truckee Meadows Fire Protection District
Board of Fire Commissioners

ATTEST



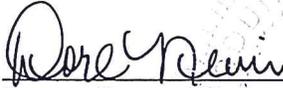
Washoe County Clerk

**STOREY COUNTY FIRE
PROTECTION DISTRICT**



MARSHALL MCBRIDE, Chair
Storey County Fire Protection District
Board of County Commissioners

ATTEST:



Storey County Clerk - Deputy

RESOLUTION

A RESOLUTION DECLARING THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS TO CHANGE THE BOUNDARY LINE BETWEEN WASHOE AND STOREY COUNTIES IN THE AREA OF THE TRUCKEE RIVER AND THE TAHOE RENO INDUSTRIAL PARK AS AUTHORIZED BY SB 272 OF THE 2013 NEVADA LEGISLATURE AND AS DESCRIBED IN SECTION 1.5 OF THE BILL AND OTHER MATTERS PROPERLY RELATED THERETO

WHEREAS, the Constitution of the State of Nevada provides the Nevada Legislature shall establish a system of county and township government (Art. 4, Sec. 25) and through Chapter 243 of the Nevada Revised Statutes, the Legislature established Washoe and Storey Counties and set their boundaries;

WHEREAS, the 2013 Nevada Legislature passed SB 272 which allows the changing of the boundary between Washoe and Storey Counties in two specific locations as described in the bill, and also authorizes Washoe and Storey Counties to effectuate the changes in the boundaries upon the adoption of resolutions by the respective boards of county commissioners before June 30, 2015;

WHEREAS, the sponsor of the SB 272 introduced an exhibit depicting the potential boundary line changes the bill authorizes and a copy is attached as Exhibit A;

WHEREAS, the exhibit shows that one of the boundary changes authorized would move into Storey County an area made up of 18 parcels north of the Truckee River and generally south of Interstate 80 corridor and near Storey County's Tahoe-Reno Industrial Center (TRI);

WHEREAS, Section 1.5 of SB 272 contains a precise legal description of the portion of the Washoe County Boundary that is authorized to be changed;

WHEREAS, the 9 parcels are owned by the owners of the Tahoe-Reno Industrial Center, 7 parcels are owned by the Union Pacific Railway Company, and 2 parcels are owned by the Nature Conservancy;

WHEREAS, the above-referenced 18 parcels are presently within the jurisdiction of the Truckee Meadows Fire Protection District;

WHEREAS, in testimony given to the Nevada Senate Committee on Government Affairs on April 3, 2013, an agent of the Tahoe-Reno Industrial Center (TRI) established that TRI is a 167-square mile industrial center with \$50 million in infrastructure improvements including: paved roads and related structures, a \$4M sewer plant with a 1.2M gallon daily capacity, 4 water tanks with 5M gallon capacity, and a municipal services center including facilities for police and fire services;

WHEREAS, no similar such infrastructure improvements are presently and proximately available from Washoe County and its related government services districts for those parcels;

WHEREAS, cooperative and interlocal agreements between Storey County and Washoe County (and its related government services districts) whereby Storey County provides certain primary public safety services would be of benefit to the citizens and taxpayers of the Washoe County and its districts; and

WHEREAS, Paragraph 2 of Section 2 of SB 272 provides all taxes and pledged revenue in existence before July 1, 2013, must not be directly or indirectly modified in such a manner as to impair adversely any outstanding obligations of Washoe County, until all those obligations have been discharged in full or provision for their payment and redemption has been fully made and no such obligations exist;

NOW THEREFORE, be it resolved by the Board of Commissioners of Washoe County as follows:

1. Section 1.5 of SB 272 of the 2013 Nevada Legislature changing the legal description of the boundary of Washoe County is made effective by the adoption of this

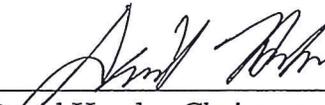
Resolution.

2. Section 1 of SB 272 of the 2013 Nevada Legislature changing the legal description of the boundary of Washoe County is not made effective by the adoption of this Resolution.

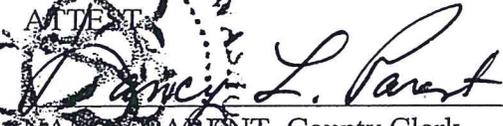
[Business Impact Note: The Board of County Commissioners hereby finds that this resolution does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.]

ADOPTED this 17th day of June, 2014, by the following vote:

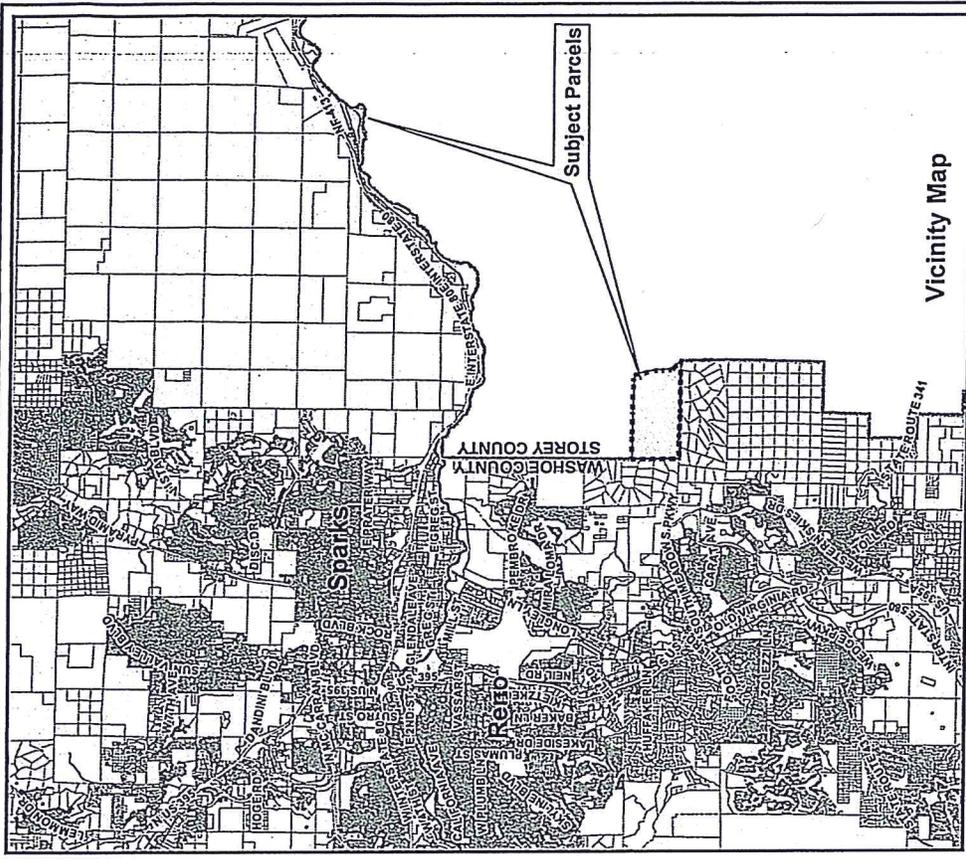
AYES: Humke, Jung & Berkbigler
NAYS: Weber & Hartung
ABSENT: none
ABSTAIN: none



David Humke, Chairman


ATTEST


NANCY PARENT, County Clerk

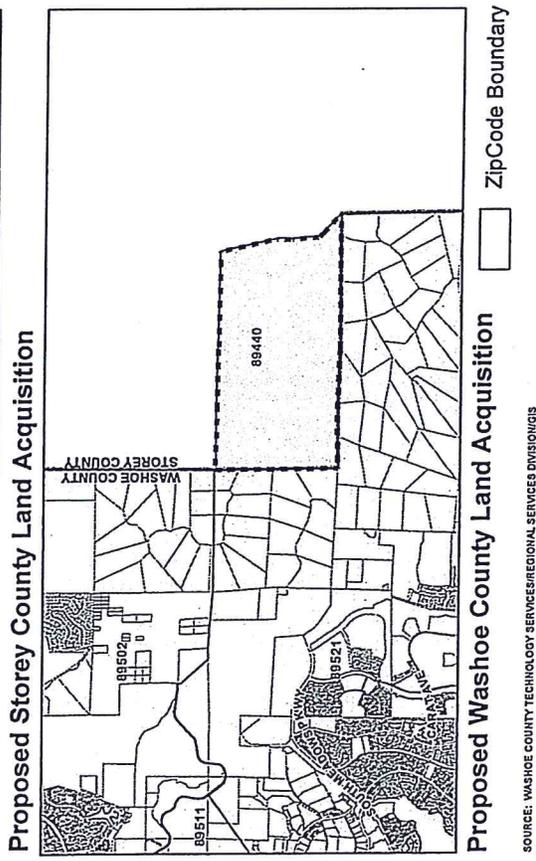
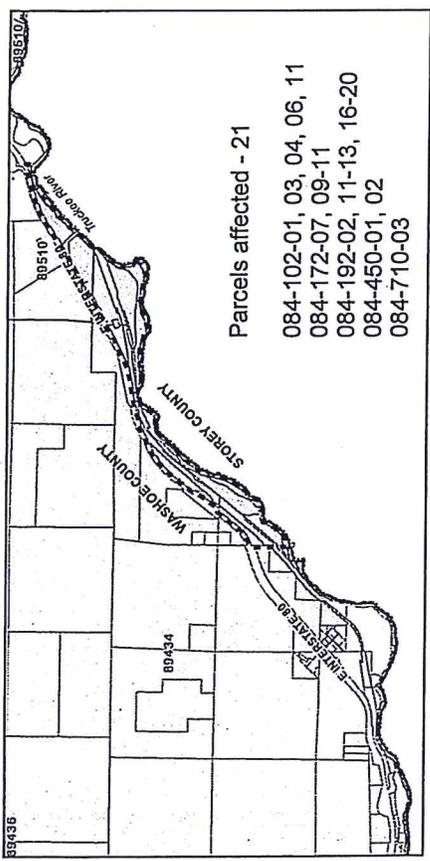


DATE: MARCH 2013

NOTE: THIS CASE AND COMPASSION FOR ANIMALS WASHOE COUNTY RECORDS ARE APPROXIMATE ONLY AND ARE NOT INTENDED AS A GUIDE FOR SCHOOL WORK. REPRODUCTION IS NOT PERMITTED WITHOUT PRIOR WRITTEN PERMISSION FROM THE WASHOE COUNTY TECHNOLOGY SERVICES DEPARTMENT.

TECHNOLOGY SERVICES DEPARTMENT

DOI, E. James D. 2013.03.14.11:11:44



SOURCE: WASHOE COUNTY TECHNOLOGY SERVICES/REGIONAL SERVICES DIVISIONS

SB 272