



**CITY OF RENO/TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
JOINT FIRE ADVISORY BOARD (JFAB)
May 23, 2011 2 p.m. Regular Meeting Agenda
(Rescheduled from May 16, 2011)**

LOCATION:

Washoe County Complex
1001 East 9th Street, Reno, NV
Bldg. A.
Commission Chambers

JFAB BOARD MEMBERS

Kitty Jung, Chairman
Dave Aiazzi, Vice-Chair
Bonnie Weber
Sharon Zadra
Bob Larkin, Alternate
Pierre Hascheff, Alternate

NOTE: Items on the agenda might not be considered in the order that they appear. Unless otherwise indicated by an (*), all items on the agenda are action items upon which the Joint Fire Advisory Board may take action. This facility is accessible to the disabled. If you require special arrangements for the meeting, call Washoe County Management Services Office, 328-3605, 24 hours before the meeting.

PURSUANT TO NRS 241.020, THIS NOTICE HAS BEEN POSTED AT THE FOLLOWING LOCATIONS: Reno City Hall (1 East First Street); Reno Police Dept. (455 E. Second Street); and Washoe County Complex (1001 East 9th St.);
*City of Reno website: www.reno.gov/Index.aspx?page=616 and
Washoe County website: www.washoecounty.us/citizens/boards.html*

PUBLIC COMMENT: Public comment is limited to no more than **three (3) minutes** for each commentator and limited to items that do not appear on the agenda. The public may comment on agenda items at the time each item is addressed by the Joint Fire Advisory Board. Pursuant to NRS 241.020, no action may be taken upon a matter raised under public comment until the matter has been specifically included on an agenda.

1. ***Roll Call**
2. ***Salute to the flag**
3. **Approval of the agenda for the Joint Fire Advisory Board's meeting of May 23, 2011 including consideration of taking items out of sequence and deleting items.**
4. **Approval of draft minutes of the Joint Fire Advisory Board Minutes from April 22, 2011 Meeting.**

- 5. *Public Comment**
- 6. *Fire Chief Report – Report on operations and update on Station brown outs by Reno/Truckee Meadows Chief Michael Hernandez.**
- 7. Update, discussion and possible recommendations or direction to staff regarding proposed amendments on all Articles in the First Amended Interlocal Agreement for Fire Service and Consolidation as well as those Articles that lack consensus, and possible recommendations on renewal, modification or termination of the Interlocal Agreement.**
- 8. Review and possible recommendations on work and decisions of the Reno City Council and the County Commission, Sierra Fire Protection District Board, and the Truckee Meadows Fire Protection District Board related to interlocal agreements and regionalization options.**
- 9. *Board Member’s announcements, requests for information and identification of topics for future agendas.**
- 10. Adjournment**

**CITY OF RENO/TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
JOINT FIRE ADVISORY BOARD (JFAB)
April 11, 2011 – 2:00 p.m. Meeting Minutes DRAFT**

The Joint Fire Advisory Board met in their regular session on April 11, 2011 at Washoe County Commission Chambers, 1001 East 9th Street, Bldg. A, Reno, NV and conducted the following business:

1.* ROLL CALL/CALL TO ORDER

Chairman Jung called the meeting to order at 2:05 p.m. Commissioner Larkin and Councilman Aiazzi were present. Councilwoman Zadra was not present.

2.* SALUTE TO THE FLAG

Councilman Aiazzi led the Pledge of Allegiance.

3. Approval of the agenda for the Joint Fire Advisory Board's meeting of April 11, 2011. Approval includes consideration of taking items out of sequence and deleting items. On a motion by Commissioner Larkin, seconded by Councilman Aiazzi, motion carried unanimously.

4. Approval of the draft minutes from the March 7, 2011 JFAB Meeting

It was moved by Commissioner Larkin to accept the draft minutes from March 7, 2011 JFAB Meeting, second by Councilman Aiazzi, the motion carried unanimously.

5*. Public Comment Chairman Jung asked for public comment.

- Thomas Daly of Estates at Mt. Rose provided comment on Agenda item #8.
- Bob Ackerman of Galena Forest provided comment on Agenda item #8.
- William Teas presented copy of paper-entitled "*Prehospital 9-1-1- Emergency Medical Response: The Role of the United States Fire Service in Delivery and Coordination*" and provided comment on Agenda item #8.

Councilwoman Zadra arrived at the meeting at 2:23 p.m.

6. Fire Chief Report – Report on operations and update on Station brown outs by Reno/Truckee Meadows Chief Michael Hernandez.

Reno/Truckee Meadows Fire Chief Mike Hernandez reviewed report of the status of Reno and TM's stations and department activities including incident response and fire station brown out statistics caused by reduction of staff for the month of March. Councilman Aiazzi asked questions regarding brown out percentages and its relation to overtime expense. Chief Hernandez explained the many variables of the staffing levels which require flexibility in the budget to balance providing service and the potential staffing expenses. He detailed the various components resulting in call backs creating the demand for overtime which creates difficulty to budget an amount and project costs month to month with call back vacancies. Chairman Jung asked for clarification regarding the overtime costs and how it relates to staffing and overall department's budget reduction.

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

7. Presentation of the draft Regional Standard of Cover (SOC) study, discussion and recommendations on emergency response coverage and policies, and provide comments on the draft SOC and consider providing recommendations to staff related to the Scope of Work mandated presentation at a joint meeting of the Board of County Commissioners and the City Council.

Kurt Latipow, Washoe County Fire Services Coordinator briefly noted changes received to staff at the last JFAB and Board of Fire Commissioners meetings including the additional analysis of 5, 10, 15, 20 minute break down response times, which is included in the report. Mr. Latipow introduced Joe Parrot, project director with Emergency Services Consulting International (ESCI). He announced the completion of the analysis and reviewed highlights in a Power Point of the Project Scope. The work used previously prepared Standards of Coverage documents, to develop regionally-based standards of coverage report including City of Reno, Washoe County Fire Suppression Program, Sierra Fire Protection District and Truckee Meadows Fire Protection District. The report includes work that demonstrates current capability at several performance levels and provides alternatives that offer opportunities to incrementally improve service in the future. Mr. Parrot noted Washoe County Commission, Truckee Meadows and Sierra Fire Board of County Commissioners adopted the response performance zone definitions of suburban, rural and frontier. He explained the parameters of Call-processing time, Turnout time of Career and Volunteer, Out of Area Resources and Response time measured from receipt of call at dispatch until arrival of response resources. The three goals are: 1) improve the ability to delivery first due unit; 2) the ability to deliver all equipment response types, 3) deliver a more equitable level of service. Mr. Parrot reviewed the current level of service in the Reno, County and Rural Areas and discussed areas to be increased and plans for improvement.

He summarized his recommendation for future fire station locations and discussed service equity to the area North of Township #22. The details of the approximate cost per station highlighting new stations and relocated stations, as these will not be action items until the economy improves. Discussion followed regarding the removal of staffing from existing stations and its impact on neighboring stations. Mr. Parrot presented additional recommendations that will further improve the delivery of fire and emergency services to the communities: 1) Reduce Dispatch Center Call Processing Time by One Minute, 2) Reduce Career Response Company Turnout Time by One Minute, 3) Consider alternate fire protection options for the Gerlach and Red Rock Communities, and 4) Improve the Volunteer Fire Department contribution to the response systems.

Discussion and questions followed from JFAB members. Commissioner Larkin confirmed the Board of County Commissioners had already adopted the rural, suburban and frontier standards and asked Councilman Aiazzi the status of City of Reno's approval. Councilman Aiazzi noted the City has accepted the presentation of the SOC Report. Chief Hernandez commented on the City Council discussion regarding the SOC Report. He

noted the report has been accepted but not approved at this time. Chief Hernandez stated his anticipation of additional discussion and possible adoption of the Regional SOC parameters when discussed at the upcoming Joint Meeting with both governing bodies, City Council and Board of County Commissioners. Mr. Latipow confirmed the project's scope of work included a joint presentation and is planned in the next few weeks for both governing bodies to review report, make recommendations and possible adoption.

Councilman Aiazzi asked for interpretation of total fires and incidences shown in figures 16, 17 and 27. Councilwoman Zadra requested clarification regarding a review of dispatch piece and asked for an approach for new recommendations from the ESCI consultant, especially in different financial times to meet all risks. Mr. Parrot confirmed the need to look at dispatch piece to look at how long the call process takes otherwise it won't be a complete report for level of service. Councilwoman Zadra asked for his experience of dispatch centers being privatized. Mr. Parrot stated no, but in his prior role of fire chief, the dispatch center was a two-agency partnership operated by the police and county. Councilwoman Zadra inquired if that center includes ambulance dispatch as well. Mr. Parrot confirmed yes. Chairman Aiazzi noted Reno Fire does not provide ambulance service. Mr. Parrot stated we will get information from the ambulance provider and determine how that interface occurs and review the numbers.

Discussion continued regarding turnout times and possible impacts including mobile data equipment. Chief Hernandez reported on the licensing and costs of MDT's, informed of alternate equipment being tested and information regarding GPS-based dispatch models. Councilwoman Zadra referred to Figure 16 numbers of fires in location areas and the rationale of recommending stations in the areas north and south of town. Mr. Gubbels of REMSA stated response vehicles have a tracking GPS but do not have AVL's. Mr. Parrot provided additional explanation and information regarding the questions. Mr. Latipow noted the TMFPD FY09/10 budget provided for first response apparatus to have the capability of MDT's installed. Commissioner Larkin commented on staffing levels, costs and expectations as covered in the Scope of Work and timeline for adoption by both entities. In response to Chairwoman Jung's call for public comment:

- Bob Ackerman provided comment on Arrowcreek Station
- Steven Perez provided comment on Arrowcreek Station
- John Howe of VFD #221 Silver Lake provided comments on dispatch and response times.

A motion by Commissioner Larkin, seconded by Councilman Aiazzi to accept the Regional Standard of Cover (SOC) study and provide recommendation to staff related to presentation at a Joint Meeting of the Board of County Commissioners and Reno's City Council. Motion carried unanimously.

8. Update and discussion regarding the progress of the review of the Interlocal Agreement.

Kurt Latipow Fire Service Coordinator and Chief Hernandez reviewed the updates regarding Interlocal Agreement progress and noted recent meetings of on-going discussions on the status of Articles 4, 7, 8, 11 and 12. It was noted both the City and District have concerns and are still discussing issues of workers comp, insurance and liability coverage,

reporting data and storage, financial provisions, and dispute resolution. Commissioner Larkin and Chairwoman Jung provided direction for the next JFAB meeting for staff to bring all issues on the Articles, no matter if there is consensus or not, to be prepared to have a full presentation to the Board May 16, 2011.

Discussion continued regarding financial issues, labor costs, brown out plans and the end of the contract year with scheduled true up on current yearly payments. Councilman Aiazzi restated the need for information regarding financial issues to plan for next year's City budget and decisions having to be made as the deadline approaches for the Interlocal Agreement renewal or to provide notice. Mr. Latipow confirmed staffs need to have recommendations to present to the Board to renew contract with draft amendments as presented or to provide notice prior to June 30, 2011 to unravel the contract consolidation.

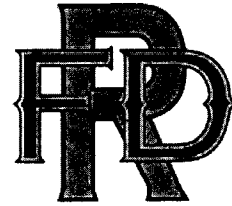
A motion by Councilman Aiazzi, second by Commissioner Larkin to accept staff's update regarding the review of the Interlocal Agreement as discussed. Motion passed.

9. Board Member's announcements, requests for information and identification of topics for future agendas. (No discussion among Board Members or action will take place on this item).

No input received.

10. Adjournment

On a motion by Councilman Aiazzi, seconded by Commissioner Larkin to adjourn the meeting, motion carried. The meeting adjourned at 4:20 p.m.



**UPDATED
STAFF REPORT
JOINT FIRE ADVISORY BOARD (JFAB)
MEETING DATE: May 23, 2011**

DATE: May 20, 2011

TO: Joint Fire Advisory Board (JFAB)

FROM: Kurt Latipow, Fire Services Coordinator; Management Services Division
(775) 328-2716, klatipow@washoecounty.us

THROUGH: John Slaughter, Management Services Director
Michael Hernandez, Fire Chief

SUBJECT: Update, discussion and possible recommendations or direction to staff regarding proposed amendments on all Articles in the First Amended Interlocal Agreement for Fire Service and Consolidation as well as those Articles that lack consensus, and possible recommendations on renewal, modification or termination of the Interlocal Agreement.

SUMMARY

This item requests that the board receive an update on the progress of staff's draft updates and consider offering recommendations or direction to staff regarding proposed amendments on all Articles in the First Amended Interlocal Agreement for Fire Service and Consolidation as well as those Articles that lack consensus, and possible recommendations on renewal, modification or termination of the Interlocal Agreement.

BACKGROUND AND PREVIOUS ACTION

Consistent with direction provided by the board, staff from Reno and the County has been meeting since last June drafting updates to the First Amended Interlocal Agreement for Fire Service and Consolidation. The following represents our work to date, status of articles and recommendations (Attachment #1):

On May 19, 2011 Reno and County Staff met to further discuss the articles that lack consensus.

Article 1 Definition

This article contains definitions specific to the Interlocal Agreement and will be completed once all articles are complete and have received a consensus.

Article 2 Purpose and Intent, Administration, Terms and Termination

Staff has completed work on Article 2 and the JFAB has approved the draft, the updated draft now contains language (2.2) that provides for Board of Fire Commissioners input to the appointment of future fire chiefs. In addition language has been added to provide the Board with an opportunity via the fire chief, to voice their concerns related to terms and conditions of the collective bargaining agreements for Local 731 and the Chief Officers.

Article 3 Fire Suppression and Prevention

This article now contains draft language that includes performance objectives, apparatus staffing, brown out plan review and new stations. Reno and County Staff have been unable to reach consensus on this Article due to a conflict between the County's proposed language relating to minimum staffing levels. Staff's positions and area of non-consensus will be presented during the meeting.

Article 4 Workers' Comp

This article has been drafted to reflect all provisions related to workers compensation. Reno and County Staff have been unable to reach consensus on this Article due to Reno's desire to eliminate the 5 year claims liability buy out provision. Staff's positions and areas of non-consensus will be presented during the meeting.

Article 5 Real Property

Staff has completed work on Article 5 and the JFAB has approved the draft September 20, 2010.

Article 6 Vehicles Equipment

Staff has completed work on Article 6 and the JFAB has approved the draft September 20, 2010.

Article 7 Insurance and Liability Coverage

Reno and County Staff are close to reaching consensus on this Article, however differences remain concerning risk and liability responsibility. Legal counsels have recommended that representatives from risk and our insurance programs meet and attempt resolution of the philosophical and technical differences. Staff's positions and areas of concern will be presented during the meeting.

Article 8 Record Retention, Reporting And Storage

Staff has completed work on Article 8 and has reached consensus, the updated draft now contains language that compliments the information and data that must be maintained in order to produce the Chief's monthly and semi-annual reports to the Board.

Article 9 Ordinance Enforcement and Implementation

Staff has completed work on Article 9 and the JFAB has approved the draft September 20, 2010.

Article 10 Volunteer and Auxiliary Programs

Staff has completed work on Article 10 which has been presented to the leadership of the Volunteer Firefighters Association and has reached consensus.

Article 11 Financial Provisions

Staff has reached consensus on the new true cost methodology. The draft of Article 11 reflects this new methodology and a complete restructure of this Article. All sections that were previously in other Articles that were related to finance are now contained in the new draft. Final staff consensus on this Article is depended on completion of Article 7.

Reno Staff has raised a concern related to the current annexation provision that is proposed to be included in the updated agreement. County staff's position is that this provision is important to the stability of the District. Staff's positions and areas of non-consensus will be presented during the meeting.

Article 12 Miscellaneous

City and County staff agree on draft dispute resolution language (12.1) which includes the Joint Fire Advisory Board as part of the resolution process if needed. Staffs have also agreed on changes to several miscellaneous paragraphs in this article. However, differences remain concerning risk and liability responsibility (12.2). Legal counsels have recommended that representatives from risk and our insurance programs meet and attempt resolution of the philosophical and technical differences. Staff's positions and areas of concern will be presented during the meeting.

FISCAL IMPACT

The Finance Team continues to work on projecting costs related to the new true cost methodology. Staff anticipates presenting the Board with updated cost projections during the meeting.

RECOMMENDATION

Staff recommends that the Board consider offering recommendations or direction to staff regarding proposed amendments on all Articles in the First Amended Interlocal Agreement for Fire Service and Consolidation as well as those Articles that lack consensus, and possible recommendations on renewal, modification or termination of the Interlocal Agreement.

POSSIBLE MOTION

Should the board approve staff's recommendations a possible motion could be: *I move to make the following recommendations...*

Interlocal Agreement For Fire Services and Consolidation

JFAB May 23, 2011

Article	Title	Issue(s)	Reno Fire	TMFPPD
1	Definition	Definitions need to be completed once all articles are agreed to.		
2	Purpose and Intent, Administration, Terms and Termination	Consensus		
3	Fire Suppression and Prevention	Non-consensus	Concerns for labor agreement language.	Staffing level costs
4.	Workers' Comp (Retirement health issues now in Article 11)	Non-consensus on 5-year buyout provision and other language issues.	1,2. Concern over additions to presumptive coverage, escalation of health costs, fair share concept; 4,5. Original formula had Reno pay 100% for time served in Reno. Reno service should be shared. Concerns new heart/lung and/or cancer claims.	5-year buyout provision contained in original agreement should be honored and continued through 08/09. Also, drafting differences in general.
5	Real Property	Agreed		
6	Vehicles Equipment	Agreed		
7	Insurance and Liability Coverage	Non-consensus	1. As the employer, Reno should assume liability for employment practice, but TM should pay cost of larger workforce. TM should pay on Utilizing the new cost share methodology. Language differences throughout from TM's version.	1. TM is not the employer, should not be responsible for employment practice of Reno. 2. TM should not be responsible for action taken by Reno staff, regardless of geographic location. District's Risk Management to review /requesting clarification from Reno. Language differences throughout from Reno's version.

Article	Title	Issue(s)	Reno	TMRPD
8	Reporting Data, Record Retention/Storage	Agreed		
9	Ordinance Enforcement and Implementation	Agreed		
10	Volunteer and Auxiliary Programs	Agreed		
11	Financial Provisions	Legal to rewrite text Tracy/Blaine will review	Concerns related to annexation language.	District's position is that this provision is important to the stability of the District.
12	Miscellaneous	Non-consensus- Article 12.2- liability and indemnification.	TM should share in liability exposures.	See notes herein re Article 7

ARTICLE 2 PURPOSE AND INTENT, ADMINISTRATION, TERM AND TERMINATION

2.1 Purpose and Intent

The purpose of this Agreement is to ~~regulate~~establish the rights and responsibilities of the parties hereto regarding the fire services of the District to be provided by City. ~~The further purpose~~The further goal of this Agreement is to ~~serve as an initial means of consolidating the administrations, resources and operations of the District with the City, and to evaluate the effectiveness of the Agreement and the consolidated services, while the District and the City jointly work together in exploring the benefits of, and work towards the creation of a "unified fire jurisdiction."~~ promote the establishment of an efficient and effective fire and fire based emergency medical services organization. In this regard, continuing review of service delivery to the public and establishment of measurement criteria is integral. This may include examination of community-wide fire service delivery, consolidation and shared service options, best management practices, fire based emergency response, finances, governance models, and agreements with outside agencies. Measurement criteria and improvement evaluation should utilize best practices and industry standards and will periodically occur in a transparent manner with the goal of providing the best value and highest level of service possible given available funding levels.

2.2 Administration

The Fire Chief shall be the official Chief for the City of Reno Fire Department and the Truckee Meadows Fire Protection District and shall be vested with the authority and responsibility for administering the Consolidated Fire Department. ~~The Fire Chief shall act as a liaison~~During any recruitment for new Fire Chief, the City Manager shall invite and receive input, if given, from the District on the applicants for and appointment of the Fire Chief.

The Fire Chief shall coordinate on a regular basis with the District's designated Contract Manager, or other authorized designee of the District, and shall report directly to the District Board for the purpose of providing at least once a month to provide information and recommendations regarding fire suppression services, the services provided to the District pursuant to this Agreement and to respond to District's requests. In addition, the Fire Chief shall obtain and advise the City about the District's concerns relating to the terms and conditions of the collective bargaining agreements for Reno Firefighters Local 731 and Reno Fire Department Administrators' Association. The Fire Chief is responsible for the timely preparation and completion of District Board agendas and related support materials in concert with the District's designated contract manager. The Fire Chief shall provide a "State of the Fire District/Fire Department ~~report~~Report" to the District Board semi-annually~~semiannually~~ in February and September or at such other time as the District Board may designate. ~~The Fire Chief or his designee shall regularly attend the monthly meetings of the District Board and provide appropriate information~~

~~and reports relative to the governance and administration of the Fire services provided pursuant to this Agreement.~~

2.3 Joint Fire Advisory Board

~~The parties shall establish a Joint Fire Advisory Board~~ has been established and will continue for the purpose of serving as an advisor to the parties' respective boards and the Consolidated Fire Department and liaison to the District and City. The members appointed by each jurisdiction shall act as a liaison to their respective governing bodies. The Joint Fire Advisory Board shall consist of four members. Two of the members shall be elected officials appointed by the City Council, and two of the members shall be elected officials appointed by the District Board. Both the District and City may designate at least three (3) alternate member(s), to assure compliance with quorum requirements.

The Chair and Vice-Chair of the Joint Fire Advisory Board shall be selected by the members annually in the first meeting of each calendar year. Both positions shall alternate between the City and District annually. For illustration purposes, if the Chair is a District representative, in that same year, the Vice-Chair shall be a City representative. In the next calendar year the positions shall be switched and held by the other jurisdiction's representative.

The Joint Fire Advisory Board shall create an environment that encourages cooperation between the City and the District in providing fire services, and shall provide input and recommendations on ~~operational policies and procedures to the Consolidated Fire Department.~~ The policy matters arising under this Agreement, including without limitation amendments hereto, best practices, additional parties, governance models, financial matters, and fire dispatch issues as they relate to the established level of service provided pursuant to this Agreement.

In performing its advisory function, the Joint Fire Advisory Board shall ~~may~~ solicit and consider input from the public, Neighborhood Advisory Boards, the Citizen's Advisory Boards, volunteer firefighters, and the representatives of the applicable Collective Bargaining units. ~~In addition, the members shall act as a liaison to their respective governing bodies.,~~ as it deems appropriate.

The Joint Fire Advisory Board shall schedule quarterly meetings and may meet on an as needed basis, at the request of the Fire Chief or upon the request of any member of the Joint Fire Advisory Board or upon request of either the City Council or District Board.

2.4 Term

The Initial Term of this Agreement ~~was~~ is from July 1, ~~2000~~2011 through June 30, ~~2003.~~2013. Thereafter, this Agreement shall be deemed automatically renewed for successive four-year periods thereafter effective July 1 of the applicable fiscal year unless written

notice of termination is given by either party pursuant to the provisions of this Agreement.

2.5 ~~2.5~~ Termination

~~A party could have terminated~~may terminate this Agreement during the Initial Term only for the ~~purpose~~purposes of consolidating fire service with another agency or for a material breach of the Agreement. ~~any other agency or for a material breach of the Agreement.~~ If there is a termination during the Initial Term for purposes of consolidating fire services with another agency, the parties shall comply with the requirements of Sections 2.5.3 and 12.8 of this Agreement. If there is a termination during the Initial Term for a material breach, the parties shall with the requirements of 2.5.1, 2.5.3 and 12.8 of this Agreement.

~~A party may terminate this Agreement after the Initial Term for a material breach, or with the mutual written consent of both parties, or for any other~~in any of the following ways: (1) mutual agreement; (2) termination for cause provided there is compliance with the requirements of Sections 2.5.1, 2.5.3 and 12.8 of this Agreement; and (3) either party may terminate for any reason provided that proper and sufficient notice is provided to the other party as set forth in~~there is compliance with the requirements of Sections 2.5.2, 2.5.3, and 12.8 of this Agreement.~~

2.5.1 Termination for Cause: Either party may terminate this Agreement for a material breach of this Agreement (may be referred to as "For Cause Termination") either during or after the Initial Term provided there is compliance with this Section and Sections 2.5.3, 12.1 and 12.8 of this Agreement.

2.5.2 Termination without Cause: After the Initial Term, either party may terminate this Agreement without cause provided there is compliance with the requirements of this Section and Sections 2.5.3 and 12.8 of this Agreement.

The party considering termination without cause must first provide a written request to meet and confer to the other party detailing the reasons for possible termination and requesting a meeting which includes representatives as referenced below. The parties shall then hold a minimum of one meeting within 60 days after delivery of the written request. At such meeting(s) the parties, in good faith, shall discuss and seek resolution of the concerns.

The following persons shall be invited to attend the above referenced meeting(s): (1) both executive managers or their duly authorized designees, (2) the Fire Chief, and (3) any other staff including legal representatives that either executive manager desires to have in attendance.

If the parties have met and the parties are still unable to reach resolution, either party may serve on the other party a written Notice of Termination without cause on or before June

30th of the last fiscal year of the applicable of the four (4) year term, as defined in Section 2.4, above.

2.5.3 Transition Period required upon Termination: If termination is sought for cause or without cause, sufficient time for a transition period shall be afforded to the parties to functionally separate budgetary and operational functions. The following minimum time periods apply to the respective methods of termination:

- a) “Initial Term” termination for Consolidation- the minimum time allowed to functionally separate budgetary and operational functions shall be twelve (12) months which period of time shall commence on July 1st of the next fiscal year after the notice of termination without cause is received.
- b) “For cause” termination - the minimum time allowed to functionally separate budgetary and operational functions shall be twelve (12) months from the date the Notice of Termination is received.
- c) “Termination without cause” - the minimum time allowed to functionally separate budgetary and operational issues shall be twelve (12) months; however, such period shall commence on July 1st of the next fiscal year after the notice of termination without cause is received. For illustration purposes, if notice of termination without cause is given on or before June 30, 2013, the twelve (12) month period will end as of June 30, 2014.

~~If terminated due to a material breach, the party seeking to terminate shall notify the other party in writing specifying the alleged breach and provide the other party a minimum time of not less than thirty (30) days to cure the alleged breach. However, if the nature of the material breach is such that more than thirty (30) days are reasonable required for its cure, then a party shall be in compliance with this provision if that party commences to cure within the thirty (30) day period, and thereafter diligently pursues such cure to completion. Unless a longer time is authorized by the party providing notice or a cure has been commenced in accordance with this paragraph, the notice of termination becomes permanent after thirty (30) days and the termination shall be finalized within the subsequent, or transition, period of one hundred twenty (120) days thereafter. It is understood by the parties, notwithstanding any termination or reason given therefore, that service and payments, if any, continue through the transition period. Any twelve (12) month period referenced in this section may be extended by the parties upon approval of their respective governing bodies. Further, it is specifically agreed that service and payments shall timely continue through the applicable transition period.~~

~~Unless terminated due to a material breach herein or by written consent of both parties, to terminate this Agreement, a party shall provide written notice of non renewal to the other party on or before July 1st of the fourth year of the four year period. After having given such notice, this Agreement shall terminate effective as of 12:00 midnight on June 30th of the following year.~~

2.6 Functional Separation

Upon termination of this Agreement, District shall assume full responsibility for the administration of fire protection services within the District Boundaries. To effect an

orderly separation, the District shall provide sufficient staff support in coordination with staff of the Consolidated Fire Department to inventory and locate District assets. All assets owned by the District shall be transferred to the District at the end of the applicable transition period. Notwithstanding the foregoing, the parties acknowledge that portions of this Agreement may survive termination, as more particularly set forth herein.

In order to provide fire protection services in the District, the District agrees to offer, not require, reinstatement of all Transferring Employees.

Upon termination of this Agreement, the District ~~intends to~~will offer any Transferring Employees that accepted job positions with the City in accordance with this Agreement, the following:

a. The employee's status upon reinstatement must be equivalent to the status he would have had if he were employed by the District during the term of his employment with the City so that there will be no break or lapse in service.

b. If the employee accepts the offer of reinstatement and was covered by the Collective Bargaining Agreement between the District and the Truckee Meadows Firefighters Local 2487, I.A.F.F. prior to being transferred to the City, that employee shall be reinstated with the District under the terms and conditions of employment covered by said Collective Bargaining Agreement, except for base salary. The employee's base salary shall be the base salary the employee is earning with the City at the time of reinstatement with the District.

c. If a Transferring Employee accepts the offer of reinstatement and was covered by the Collective Bargaining Agreement between the District and Operating Engineers Local Union No. 3 prior to being transferred to the City, that employee shall be reinstated with the District under the terms and conditions of employment covered by said Collective Bargaining Agreement, except for base salary. The employee's base salary shall be the base salary the employee is earning with the City at the time of reinstatement with the District.

d. If the employee accepts the offer of reinstatement and was not covered by a Collective Bargaining Agreement with the District prior to being transferred to the City, that employee shall be reinstated under the terms and conditions of employment that existed with the District and at the base salary the employee is earning with the City at the time of reinstatement with the District.

In the event the District is prevented from reinstating any of the Transferring Employees, or some of them, the Transferring Employees who cannot be reinstated with the District will remain employees of the City subject to applicable collective bargaining agreements and Civil Service Rules. This Agreement does not create any third party beneficiary employment rights.

Except for any costs, demands, claims, or other liability associated with any action, if any, filed against the City under its Collective Bargaining Agreements, the District agrees if any costs, demands, claims, or other liability, if any, arises from the above items the District intends to offer its former employees, that the District shall be solely responsible for such liability and holds the City harmless ~~therefrom~~ there from.

2.62.7 Dispatch Agreement

The parties have negotiated obligations of the District for dispatch services being provided by the City and these obligations and performance measures are covered therein and will continue to be covered by a separate agreement entered into between the parties, as may be amended.

Document comparison by Workshare Compare on Friday, May 20, 2011
11:27:03 AM

Input:	
Document 1 ID	file://G:/CATTORNY/CHASE/FIRE/CONSOL/2010 Amendment Drafts/Compare Documents/ARTICLE 2.original.doc
Description	ARTICLE 2.original
Document 2 ID	file://G:/CATTORNY/Bony/Fire/Amendments To Interlocal Agreement/Purpose_Administration_Termination_Article 2/ARTICLE 2 from 1-19-11.doc
Description	ARTICLE 2 from 1-19-11
Rendering set	standard

Legend:	
<u>Insertion</u>	
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Style change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	57
Deletions	35
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	98

ARTICLE 5 REAL PROPERTY

5.1 Term of Occupation and Use of District Real Property and Ninth Street Facilities

The District shall maintain its ownership interest in ~~or ownership of the~~ District Real Property identified in Appendix "B." The District authorizes the City to occupy and use the District Real Property for the purpose of providing fire protection and other related services during the period of time this Agreement, as amended, is in effect.

Pursuant to the Cooperative Fire Protection Agreement dated December 16, 1999, entered into between Washoe County and the District, Washoe County shall continue to pay all costs of insurance, utilities (excluding phones and cable), and maintenance services that arise through the use of certain space located at 1001 E. Ninth Street, Reno, Nevada as more particularly described therein. This particular property is unique and not subject to lease of the maintenance provisions applicable to District Real Property as set forth in this Agreement. The City shall be the beneficiary of the terms of the above reference Cooperative Fire Protection Agreement as it relates to the Ninth Street Property.

5.2 Purpose of Occupation and Use of District Real Property

The City may occupy and use ~~the~~ District Real Property for the purpose of housing fire crews, emergency medical personnel, fire apparatus, equipment, and other community related services performed for the District. ~~The~~ District Real Property may also be used for miscellaneous incidental purposes related to the performance of fire prevention and suppression and purposes such as the storage of surplus equipment or materials and supplies, repair shops, administrative offices and staff training centers, when such miscellaneous incidental uses on any given parcel of Real Property are in conjunction with or related to the use of said parcel as a fire station. If the City desires to occupy and use District the Real Property for purposes other than mentioned above, it must obtain the District Board's approval by resolution or other form of written approval ~~to the use thereof for other purposes. Notwithstanding the foregoing, should staff representatives of the parties determine it is in the best interests of their represented entity to propose and recommend a lease for the occupation and use of real property, such lease may be presented for consideration to the governing bodies of both parties. In such event, the lease as approved shall control the occupation and use of real property upon the terms and conditions set forth therein.~~

~~5.3 **Waste and Nuisance Not Permitted**~~The City agrees that it will not commit or permit waste on the Real Property, and it shall not allow nuisances to exist or be maintained thereon. The City shall keep the Real Property in safe, neat, and clean condition. The City agrees not to discard any District owned furnishings, appliances, or fixtures from the Real Property, except in accordance with the applicable policies and procedures of the District, which may require the approval of the District Board, and to deliver the same to the District at the termination of this Agreement in good condition, reasonable wear and tear thereof excepted. ~~It shall be a continuing duty of the District through the Consolidated Fire Department staff to identify its furnishings, appliances, or fixtures to which this paragraph pertains, and to provide this information to the City.~~

5.3 Waste and Nuisance Not Permitted

The City agrees that it will not commit or permit waste meaning material damage to District Real Property, and it shall not allow nuisances which are defined by applicable local codes and state statutes to exist or be maintained thereon.

5.4 Maintenance and Repairs of District Real Property

~~The District shall conduct a joint inventory of District Real Property prior to the Effective Date of this Agreement. Prior to conducting this inventory, the District agrees to provide the City with any information pertaining to the condition and maintenance of the Real Property. Pursuant to the Cooperative Fire Protection Agreement dated December 16, 1999, entered into between Washoe County and the District, Washoe County shall continue to pay all costs of insurance, utilities (excluding phones and cable), and maintenance services that arise through the use of certain space located at 1001 E. Ninth Street, Reno, Nevada, as more particularly described therein. This particular property is unique and not subject to lease or the maintenance provisions applicable to the Real Property as set forth in this Agreement. The City shall be the beneficiary of the terms of the above reference Cooperative Fire Protection Agreement.~~

5.4.1 **Inventory:** The District has conducted an inventory of District Real Property prior to the Effective Date of this Agreement, which has been updated annually. The current version of such inventory is attached as Exhibit "B." It is the responsibility of the Consolidated Fire Department staff to maintain updates to Appendix "B," which updates will be done annually by June 30th and then forwarded to the District for review. The District shall review and provide notice to the City by October 1st of the same year of any discrepancies. If no discrepancies are identified or once such discrepancies are corrected, such inventory shall be deemed complete and shall be accepted.

~~The City shall maintain in good condition the other Real Property identified in Appendix "B" up to the amount budgeted by the District for each Volunteer or Auxiliary Station and up to a maximum amount annually of \$25,000 for each career station, as applicable. Appendix "B" shall be updated to identify any changes to District Real Property that occur during the pendency of this Agreement, provided that the District provides written notice of such change to the City. The parties understand that if certain Real Property identified in Appendix "B" is maintained by other entities, and this provision does not~~

apply to those properties. Maintain as used in this paragraph pertains to It shall be a continuing duty of the District, through the Consolidated Fire Department Staff, to identify District furnishings, appliances, and fixtures which meet the capital asset threshold requirements established by the District pursuant to NRS 354.625, which is currently \$10,000, and to provide this information annually to the City and District.

5.4.2 Duty to Maintain. Annual Maintenance and Repairs: The City shall maintain in safe, neat and good condition District Real Property identified in Appendix "B." The duty to maintain in this Article pertains to the grounds surrounding the Real Property, the walls, ceilings, floors, vegetation, non-public sidewalks, driveways, and other structural components of the premises, the plumbing, heating and cooling systems, electrical conduits, outlets, switches, and emergency generators in accordance with the City's regular maintenance schedules utilized for its fire facilities. The liability and responsibility, if any, for the repair and maintenance of any public sidewalks shall continue in accordance with applicable codes, laws, and regulations. Repairs to District Real Property will be performed according to code in accordance with applicable laws, codes, and regulations, within a reasonable time.

The Fire Chief may annually authorize funding up to \$25,000 per station for maintenance, fixtures, expansions, remodeling, or other improvements (collectively "Improvements"). Requests to add Improvements in excess of \$25,000 annual amount budgeted in the Consolidated Budget for maintenance and repairs of District Real Property shall not be less than \$50,000, for those items costing less than \$3,000. Prior to adoption of each fiscal year's budget, staff for the parties shall meet and confer to determine if the \$50,000 minimum amount should be increased due to age of facilities, increase costs, or any other relevant factor. If an increase is recommended by staff, the District Board shall consider increasing the line item as part of its budget adoption process.

The City will deliver to the District quarterly statements reflecting expenses for maintenance and repairs of District Real Property exceeding \$1,500 per occurrence. Even though not required, the quarterly statements may reflect expenses less than \$1,500 per occurrence if utilized for maintenance and repairs of District Real Property. All entries in the quarterly statements will be only utilized to determine if the cumulative costs of maintenance or repairs have reached the \$50,000 budgeted amount during any fiscal year. Should the City's cumulative cost of maintenance and repairs for District Real Property exceed the \$50,000 budgeted amount, the cost of maintenance and repairs needed for the balance of the applicable fiscal year will be paid by the District, subject to the District's approved budgetary authority.

Separately, the District shall be responsible for the costs of maintenance or repairs for District owned or controlled Real Property when such maintenance or repair extends the useful life of such property for greater than one (1) year and the associated costs are \$3,000 or greater. Requests to fund improvements of \$3,000 or greater shall be presented to the District Board for approval. If approved by the District Board, the costs of the Improvements shall be paid for by the District. Improvements to Real Property shall

~~comply with applicable law, regulations, and codes. for approval, which may require District Board authorization in accordance with the policies and procedures of the District.~~

5.4.3 Inspection of District Real Property: The District shall have the right, but not the obligation, to inspect the Real Property upon reasonable notice to the City.

5.4.4 Capital Asset Replacement: The District shall be responsible for the costs associated with improvements to or the replacement of capital assets that need more than normal maintenance and/or any costs exceeding the maximum amount per station, useful life greater than one year and \$3,000 per item per occurrence. including but not limited to, re-roofing of the buildings, remodeling, exterior painting, or restoration of the buildings and the parking areas at the Real Property. The Fire Chief shall advise the District Board of any known needed capital improvements or replacement during the budget process and if approved by the District Board, said capital improvement costs shall be incorporated into the District's budget for the applicable fiscal year.

5.5 ~~Destruction, Damage, Improvements and Insurance of Real Property or Appurtenances~~ ~~In the event that any of the Real Property or appurtenances thereto is for any cause destroyed or damaged beyond repair by City personnel or its agents that is not covered by insurance, the City at its expense shall within a reasonable time replace same with improvements and facilities of the same kind and purpose and of at least the same quality, size, and capacity as those damaged or destroyed. Until the destroyed or damaged portions are fully and permanently rebuilt or replaced, the City shall provide reasonable temporary facilities which will continue to comply with the required response levels set forth in this Agreement to the extent reasonably permitted by such temporary facilities. The District, at its sole expense, shall pay for building permits, land modifications, and other acts which are required by law, regulation, or code.~~

The District shall insure its Real Property and appurtenances thereto from destruction or damage, and provide liability coverage for such property. ~~If, in the future, a lease is recommended and approved as set forth in paragraph 5.2, then as part of such lease the City shall provide property and liability coverage under its self insured plans and related excess loss coverage. This will streamline insurance coverage for the District. However, it is recognized that there may be a budgetary allocation or increase to cover these insurance costs that the District may be obligated for as more particularly set forth in the lease. in accordance with the provisions of Article 7 of this Agreement.~~

5.6 Bidding Process

In the event that under the laws governing the District it becomes necessary that a planned repair, improvement, or addition to any District Real Property or new facility requires a construction contract to be put out to bid, the Fire Chief shall prepare the specifications and refer the matter to the District Board for formal action.

5.7 Environmental Condition of Real Property

The District, at its sole cost and expense, shall indemnify the City against and save the City harmless from, and shall defend the City, from and against, any and all damages, costs and expenses of any kind or of any nature whatsoever (collectively, the "Indemnified Matters") which may be arising from or out of any Hazardous Substances on, in, under or affecting, or alleged to be on, in, under or affecting, all or any portion of the District's Real Property or any surrounding areas (any and all such Hazardous Substances hereinafter referred to as "Affecting Material"), which are pre-existing and/or are not legally caused by the City. The Indemnified Matters includes without limitation, (i) the costs of containing, removing, and assessing the extent of, and the efficacy of containment and removal of, Affecting Material, (ii) costs required to take necessary precautions to protect against the release or spread of Affecting Material into any land, air, body of water, other public domain or surrounding areas, and to protect against personal injury from Affecting Material, (iii) costs incurred to comply, in connection with all or any portion of the Property or any surrounding areas, with all applicable Contamination Laws, (iv) any damages assessed on account of Affecting Material and (v) the cost of enforcing this Agreement, said costs to include reasonable fees and disbursements of attorneys and experts employed in connection therewith. Notwithstanding anything to the contrary contained herein, the indemnity provided for hereunder with respect to surrounding areas shall not extend to the costs of removal of any Hazardous Substances on, in, under or affecting any surrounding areas if such Hazardous Substances did not emanate or migrate from any portion of the Real Property, unless the removal of any Hazardous Substances on, in, under or affecting any surrounding areas is required to be performed by the District, the City or any owner of the Real Property by applicable Contamination Laws or such removal is a Short Term Measure undertaken to protect against the release or spread of Hazardous Substances on, in or under the Property. If the City is the cause of the Hazardous Substance on the Real Property, it shall indemnify the District against and save the District harmless from, and shall defend the District for the Indemnified Matters. The terms and conditions of this section shall survive the termination of this Agreement, and shall remain in full force and effect.

ARTICLE 6
DISTRICT OWNED EQUIPMENT AND ROLLING STOCK AND EQUIPMENT

6.1 Schedule of Equipment and District Rolling Stock

The District has completed and delivered a schedule of its ~~Equipment and Rolling Stock~~ to the City. See Appendix "C". It is the responsibility of the District through the staff of the Consolidated Fire Department to inventory and appropriately identify any and all Equipment and Rolling Stock in order staff to maintain updates of the District's inventory of Rolling Stock, which will be done annually by June 30th and then forwarded to the District for review. District shall review and provide notice to the City by October 1st of the same year of any discrepancies. If no discrepancies are identified, such inventory shall be deemed complete and shall be accepted. In addition, City shall use its best efforts to identify the Rolling Stock of the District to differentiate it from the property of the City. The City shall review and accept in writing the completed Schedule of Equipment and Rolling Stock.

6.2 Use of Equipment and District Rolling Stock

The City, through the Consolidated Fire Department, shall be entitled to use and control the ~~Equipment and District's~~ Rolling Stock for fire prevention, emergency, and non-emergency response, training activities, and any miscellaneous incidental purposes related thereto. The District shall retain ownership and title to the ~~Equipment and~~ Rolling Stock. The District shall register and include the ~~Equipment and Rolling Stock in its comprehensive general liability insurance and such insurance shall apply to any authorized user utilizing such Equipment and Rolling Stock, including City employees, auxiliary and volunteers for acts or omissions within the course and scope of their duties for the City and the District~~ Rolling Stock in its insurance program which requirements are set forth below in Article 7. below. The District shall pay the associated costs for registration and insurance coverage for the District Equipment and's Rolling Stock. At the termination of this Agreement, all Equipment and the District's Rolling Stock shall be returned to the District in the same or better condition than when received, normal wear and tear excepted, unless such Rolling Stock has been transferred or disposed of in accordance with Section 6.7. below.

6.3 District Equipment

The City, through the Consolidated Fire Department, shall be entitled to use and control the District's Equipment for fire prevention, emergency, and non-emergency response, training activities, and any miscellaneous incidental purposes related thereto. The District shall retain ownership to its Equipment. The District shall include its Equipment in its insurance program which requirements are set forth below in Article 7. The District shall pay the associated costs for insurance coverage for its Equipment. At the termination of this Agreement, the District's Equipment shall be returned to the District in the same or better condition than when received, normal wear and tear excepted unless such Equipment has been transferred or disposed of in accordance with Section 6.7. below.

The District shall be responsible for the cost of the purchase of individual equipment which has a useful life greater than 1 year and the cost is \$3,000 or greater. The District shall also be responsible for the cost of new and replacement noncapital equipment not initially funded as of July 1, 2000.

6.4 District Rolling Stock and Equipment Location Assignment

The City agrees to station the ~~Equipment and~~ District's Rolling Stock listed on the ~~Schedule of Equipment and Rolling Stock and Equipment~~ at District owned or controlled Real Property except when operational needs for a relocation is required by the Fire Chief. ~~Operational needs of~~ The term "operational needs" in the prior sentence means that the Consolidated Fire Department includes, but is not limited to the consideration of the following when determining appropriate placement of Equipment and Rolling Stock may include, but are not limited to, and Equipment: (1) providing a reasonable and adequate level of service for the service areas, (2) emergency operations, and (3) repairs, and maintenance issues. ~~The~~ Additionally, the City agrees any relocation of ~~Equipment and Rolling Stock and Equipment~~ to City Real Property shall be for the best interests of the District. If a relocation of ~~Equipment and Rolling Stock and Equipment~~ is made to a City Real Property, any concerns regarding the best interests of the District shall not be considered a material breach of this Agreement but instead shall be resolved by a majority vote of the members of the Joint Fire Advisory Board. Once the Joint Fire Advisory Board renders a decision, any member of the Joint Fire Advisory Board may request, by delivering such request to the Fire Chief, to have the District review the decision of the Joint Fire Advisory Board. The decision of the District Board of Fire Commissioners shall be final. ~~District Equipment and Rolling Stock assigned to volunteer or auxiliary fire companies and Equipment~~ shall not be relocated to City fire stations for the purpose of replacing out of service equipment or apparatus.

~~Notwithstanding the foregoing, should staff representatives of the parties determine it is in the best interests of their represented entity to propose and recommend a lease for the rolling stock, such lease may be presented for consideration to the governing bodies of both parties. In such event, the lease as approved shall control the occupation and use of the rolling stock upon the terms and conditions set forth therein. If in the future a lease is recommended and approved as set forth in this paragraph, then as part of such lease the City shall provide liability and physical damage coverage under its self insured plans and related excess loss coverage. This will streamline insurance coverage for the District. However, it is recognized that there may be a budgetary allocation or increase to cover insurance costs and liability exposure that the District may be obligated for as will be more particularly set forth in such lease.~~

6.36.5 Maintenance

The City shall be responsible for the normal maintenance and necessary repairs of the ~~Equipment and~~ District owned or controlled Rolling Stock and Equipment up to the ~~amounts authorized for such maintenance and repair in each fiscal year's budget.~~ \$3,000 per item per occurrence for

parts excluding labor, unless the labor cannot be performed by City staff. Such maintenance and repairs shall be conducted in accordance with the City's schedule of maintenance and repairs for its own equipment and apparatus.

~~The District shall be responsible for the costs of replacement of Equipment and Rolling Stock and the Fire Chief shall advise the District Board of the need to provide for such replacement. The District shall provide the City with its current schedule for fleet replacement for planning and budgeting purposes. Thereafter, the Fire Chief will make any recommendations for changes to the schedule to the District Board.~~ maintenance and repair of District owned or controlled Rolling Stock and Equipment when such maintenance or repair extends the useful life greater than 1 year and the associated cost is \$3,000 or greater. The District has the right, but not the obligation, to inspect the Equipment and Rolling Stock and Equipment upon reasonable notice to the City.

At the discretion of the Fire Chief, any or all maintenance or repair of Volunteer and Auxiliary Rolling Stock and Equipment may be sent to an outside maintenance or repair facility for necessary maintenance and/or repairs, provided all applicable purchasing requirements are met.

6.6 Capital Improvement Program

The District shall be responsible for the costs of both new and/or replacement of District owned Rolling Stock and Equipment if the useful life of such item is extended for greater than 1 year and the cost is \$3,000 or greater. The Fire Chief shall advise the District Board of the need to provide for such capital purchases. The Consolidated Fire Department staff shall provide a five-year Capital Improvement Program by March 1st of each year. The Fire Chief will make any recommendations on the Capital Improvement Program in accordance with Article 11.

6.46.7 Transfer or Disposal of District Rolling Stock or Equipment

~~Any transfer or disposal of District equipment and rolling stock~~ Rolling Stock or Equipment shall be accomplished with the approval from the District Board, either in accordance with the Washoe County surplus asset sales and/or other method legally available to the District. All of the proceeds, if any, received from the disposition of District assets Rolling Stock and Equipment shall be transferred to the District. This shall be in accordance with Equipment Auction Policy and Procedure Appendix "D", as may be amended.

ARTICLE 8 RECORD RETENTION, REPORTING AND STORAGE

8.1 Record Retention, Reporting and Storage

In Public records relating to services provided pursuant to this Agreement shall be maintained in accordance with the terms and conditions contained herein and all applicable laws, the District shall retain ownership of all records for District fire services and emergency medical records. The City will have access to all personnel and other records pertaining to the employees hired or transferred to the City. The District agrees to retain all records pertaining to Transferring Employees for six years after the death of the employee.

8.2 Reports and Records

In addition to the monthly reports the Chief or his designee provides to the District Board pursuant to Article 2, the City shall provide the District with the following reports on a semi-annual basis:

1. A comprehensive report that details District annual calls for service which shall include performance objective measurements contained within Article 3, call volume, types of calls and a summary report on special activities within the Consolidated Fire Department.
2. A summary report on training activities, including, but not limited to specialized training activities conducted within the Consolidated Fire Department.
3. A Major Incidents Report outlining all major incidents within the District. For purposes of this Article, major incidents means vegetation fires over one hundred (100) acres, those vegetation incidents receiving a Fire Management Assistance Grant (FMAG), and those incidents with large financial or resource loss or loss of life or combination thereof.
4. A Fire Prevention and Inspection Report outlining fire prevention and inspection activities in the District which shall include a summary of number of inspections by type, special activities with regard to prevention and fire education outreach activities in the District.

The City also agrees to provide the District with copies of all reports and records that it keeps in the normal course of operations regarding closed incidents when requested by the District. Requests by the District for reports and records that are not kept by the City in the normal course of its business will be provided to the District, if feasible, based on a time and materials charge.

ARTICLE 9 ORDINANCE ENFORCEMENT AND IMPLEMENTATION

9.1 Ordinance Enforcement and Implementation

The City Fire Chief or duly authorized designee shall be authorized and responsible for the enforcement and implementation of the fire code, codes as adopted by the District Board, and any other applicable ordinances contained in the City and Washoe County Code within the District Boundaries. Upon execution of this Agreement, all enforcement personnel on behalf of the District within the District boundaries and in those areas of Washoe County more particularly described in the Cooperative Fire Protection Agreement, dated November 16, 1999, as may be amended (may be referred to as "District Areas").

Pursuit of administrative remedies for fire code violations and the defense against any citizen's objection to fire code enforcement and implementation matters that triggers District or Washoe County administrative process or administrative hearings shall be presented by the District, through the Washoe County Fire Services Coordinator, or other duly authorized designee of the District, and the Consolidated Fire Department shall be authorized to enforce and implement all applicable fire codes adopted by the District Board and the City. Legal services, including prosecution, will remain with the jurisdiction currently responsible for such services. will cooperate on such matters. Legal services for the implementation and court enforcement of ordinances which involve the District or Washoe County, shall be provided by the Washoe County District Attorney, in accordance with its legal obligations, and the Consolidated Fire Department will cooperate in such proceedings..

9.2 Federal and State Laws

Each party shall remain legally responsible for compliance with or enforcement of any law, regulation, or ordinance, which that party is obligated to comply with under any other State or Federal law. The parties acknowledge that the laws, regulations, and ordinances governing Washoe County and the laws, regulations, and ordinances governing the City may be different and distinct, and depending on the jurisdiction, the appropriate law, regulation, or ordinance will need to be applied and enforced.

ARTICLE 10
VOLUNTEER AND AGREEMENTS, AUXILIARY PROGRAMS AND MUTUAL
AID VOLUNTEERS
AND OTHER DISTRICT AGREEMENTS

10.1 Volunteer Agreements and Auxiliary Programs

Except the amendments required in Article 4 of this Agreement to provide for joint employer status, the written contracts in effect on the Effective Date of this Agreement, and The District has operated programs for volunteers and auxiliary firefighters and the City presently administers those programs pursuant to this Agreement and related Volunteer Agreements, as defined below. Regarding the Volunteer Fire Departments ("Volunteers"), except as otherwise provided in this Agreement, the written agreements in effect, as renewed or amended by the District from time to time, between the District and its Volunteer Fire Departments and Auxiliary Fire Companies (collectively Volunteers (referred to hereafter as "Volunteer Contracts Agreements") shall remain in full force and effect. The City shall administer the District's obligations under these Volunteer Contracts. Copies of all existing Volunteer Contracts Agreements to which this section is applicable to are contained in Appendix "D." Any future amendment, including renewal, to the Volunteer Contracts Agreements shall be as negotiated between the District and the applicable volunteer or auxiliary fire entity department affected in consultation with and with the consent of the City.

The Volunteer Agreements and related District policies and procedures shall be consistent with those standards concerning asset management that are employed by Washoe County and those standards concerning fire personnel training and management that are consistent with applicable National Fire Protection Association standards, and both shall also be consistent with federal, state and local law (the "Standards"). The City shall administer the volunteer program pursuant to the District's related policies and procedures, which shall be consistent with the Standards.

Auxiliary volunteers ("Auxiliaries") are utilized by the District to provide limited fire services throughout unincorporated Washoe County. Currently, Auxiliaries are stationed in Hidden Valley and in Palomino Valley. The City shall administer the Auxiliaries' program pursuant to the District's related policies and procedures, which shall be consistent with the Standards.

As to legal services for third party tort liability pertaining to the Auxiliary and Volunteer Fire Companies, in accordance with NRS 41.0309, and the quid pro quo agreement between the District and Washoe County, Washoe County is providing such services. As to legal services regarding volunteer activities, the District receives certain legal services through Washoe County pursuant to the Cooperative Fire Protection Agreement dated November 16, 1999 between Washoe County and the District. Those legal services shall apply to the District's relationships with the volunteers strictly as defined in, and within the course and scope of the Volunteer Agreements, including for third party tort liability of the volunteers in accordance with NRS 41.0309. The City of Reno

administers the volunteer program as set forth herein but does not serve as the volunteers' legal adviser.

The City recognizes that the "Exclusive Right to Represent" provision in its Collective Bargaining Agreements will not interfere with the utilization and application of Volunteers and Auxiliaries in the unincorporated areas of Washoe County. ~~The use of Volunteer Contracts within the District Boundaries and as determined by the Fire Chief or his designee.~~ All parties recognize the use of volunteers and auxiliaries is a critical and integral component of the overall delivery of fire services for the District.

In entering into this Agreement, the parties agree that nothing herein should alter the terms and conditions of the Volunteer Contracts. ~~Agreements.~~ As legally permitted, Volunteer and Auxiliary firefighters shall continue to be dispatched by the City for service as provided in the Volunteer Contracts ~~Agreements~~ within and beyond their respective geographic areas. ~~Attached as Appendix "E" is the "Fill in and Recall Practices in Use Presently by the District," which describes the District's current practice in performing certain obligations under the Volunteer Contracts.~~

~~If there is any material deviation from the terms and conditions of the Volunteer Contracts by the City, to include without limitations, its employees, employee organizations, or agents, causes the Volunteer Contracts, or the use and implementation thereof, to be altered or diminished in anyway within the District Boundaries without the written consent of the District Board, the District Board shall notify the City in writing of the circumstances surrounding the material deviation and shall provide the City a minimum time of not less than thirty (30) days to cure the material deviation; provided, however, that if the nature of the material deviation is such that more than thirty (30) days are reasonable required for its cure, then City shall be in compliance with this provision if the City commences such cure within the thirty (30) day period, and thereafter diligently pursues such cure to completion. If the City fails to cure the material deviation, the District may terminate this Agreement for cause, and in such event, this Agreement shall terminate one hundred twenty (120) days thereafter. This special termination provision supersedes the general termination provisions contained in Section 2.5 of Article 2 of this Agreement.~~

10.2 Other District Agreements and Obligations

~~The contracts in effect on the Effective Date of this Agreement and~~ Certain District agreements, as amended or renewed thereafter, between the District and other federal, state, local, tribal, and private entities ~~are to~~ shall remain in full force and effect unless the District terminates or determines not to renew any such agreement. The City ~~shall assume~~ agrees to administer the District's obligations under these ~~contracts,~~ agreements as part of this Interlocal Agreement. A listing of all ~~existing contracts to which this section applies are referenced~~ these Agreements is attached hereto in Appendix "F." Any future modifications to these ~~contracts~~ agreements or the inclusion of any new agreements require the approval of the District Board, the City, and the other contracting party thereto.