

INTERLOCAL AGREEMENT FOR GOVERNMENTAL SERVICES

This Interlocal Agreement for Governmental Services (“Agreement”) is made and entered into by and between Washoe County, a political subdivision of the State of Nevada (hereinafter “County”) and the Truckee Meadows Fire Protection District, a political subdivision of the State of Nevada and a fire district organized pursuant to Chapter 474 of the Nevada Revised Statutes (“NRS”) (hereinafter “District”) (collectively, “the Parties”). This Agreement shall be effective upon approval by both parties and will remain in effect until terminated as set forth in this Agreement.

WHEREAS, the District was created by the Washoe County Board of County Commissioners pursuant to NRS 474.460 to provide for the prevention and extinguishment of fires in certain unincorporated areas of Washoe County (Ordinance No. 188, January 25, 1972); and

WHEREAS, NRS 474.470 authorizes the Board of Fire Commissioners to manage and conduct the business and affairs of the District; and

WHEREAS, Ordinance No. 188 authorizes the execution of contracts between Washoe County and the District for the prevention and control of fires and the exercise of the powers provided in NRS 474.470; and

WHEREAS, the Parties are public agencies authorized by NRS Chapter 277 to enter into interlocal agreements for the performance of governmental services for each other; and

WHEREAS, County and the District entered into a similar agreement on July 1, 2012, which was amended July 1, 2016 (“2012 Agreement”), after the District resumed first responder services previously provided by the City of Reno through a contract for service agreement; and

WHEREAS, it is in the mutual interest of both parties for governmental services to be performed in the most cost-efficient and effective manner possible; and

WHEREAS, the parties each have a need for certain services, the County for fire-related services north of Township 22N, Mount Diablo Base and Meridian (MDB&M) and the District for certain administrative and technical support services; and both parties are able and willing to aid the other accordingly; and

WHEREAS, the parties intend that this Agreement supersede their 2012 Agreement mentioned above in full, as of the effective date of this Agreement.

NOW THEREFORE, with full incorporation by this reference of all recitals set forth above, it is agreed between the parties as follows:

1. County’s Responsibilities. County is responsible for the following governmental services to be performed on behalf of the District:

1.1 The County Manager's Office shall assist and cooperate with the District on logistical, political, financial, legislative and interagency matters in the mutual interests of the Parties.

1.2 The County Comptroller is authorized to pay claims on behalf of the District as authorized by the District. Claims are understood to include, but not be limited to, accounts payable payments, travel claims, and wire transfer requests. The Comptroller will continue to account for payments from the District's existing separate funds.

The County and the District will also continue to cooperate with each other's independent auditors who are performing mandated financial audits. Additionally, County and the District agree to adhere to the yearly schedule provided by the independent auditor for completion of mandated financial audits.

The County understands and agrees that the District may develop separate policies and procedures from those of the County related to accounts payable, travel reimbursements, and procards, provided that such procedures are in accordance with state law. All such separate policies and procedures will be provided to the County. The County will process all claims, as indicated in Section 1.2 above, in accordance with the District's approved policies and procedures.

1.3 The County is authorized and shall, upon request from the District, perform purchasing, purchase order issuance, and appropriate contract execution, subject to state and local law and as approved by the District Fire Chief. The District Fire Chief shall retain full authority and responsibility for incident cost share decisions under automatic and mutual aid agreements. Upon request, the County shall also provide advice and oversight of the District's competitive bidding and procurement actions.

1.4 Pursuant to NRS 474.460, the County Clerk is the ex officio clerk of the District; and through the County Clerk, the County will provide clerk services to the District Board of Fire Commissioners.

1.5 Pursuant to NRS 474.460, the County Treasurer is the ex officio Treasurer of the District; and through the County Treasurer, the County will provide treasury services to the District Board of Fire Commissioners.

1.6 The County District Attorney is authorized, designated and shall perform as the official attorney for the District those functions as described in NRS Chapters 41 and 252. If the District Attorney's duties to the County or other officials prevent the ethical or effective provision of legal services, the District Fire Chief may engage independent legal counsel for such matters after consultation with the District Attorney.

1.7 The County shall provide Human Resources investigation services and/or external investigation contacts, as requested by the District. Given the relatively small size of the District, these services are expected to be needed when the working relationships of District personnel may or could be construed to prevent effective in-house investigations. The District reserves the right to make final decisions on Human Resources matters.

1.8 The County's Human Resources Department is authorized and shall, upon request, perform certain personnel functions, including without limitation, recruitment, testing, employee policy training, harassment and discrimination investigation development and training, labor relations and bargaining, and such other personnel functions as it performs for the County. The District may, in its sole discretion, develop employee policies to govern District personnel in accordance with state law and in consultation with legal counsel. The County's Chief Human Resources Officer shall participate in the grievance process for District employees as provided in relevant collective bargaining agreements and as requested by the District.

1.9 The District processes its own workers' compensation claims; however, the County shall assist the District with workers' compensation claims, at the request of the District.

1.10 The County's Technology Services Department shall grant access to, offer assistance with, provide technical support for, and deliver training for various technology services and products. Such services include the evaluation, selection, implementation, and project management for technology solutions, enterprise and business software systems and applications (e.g., SAP, Legistar, O365, ePCR, CAD, RMS), spatial GIS data analysis, end-user radios, PC and desktops, cybersecurity and physical security systems, network, datacenters, technology infrastructure, mobile data computers/tablets, and telephone services. It is understood by both parties that the radio communications system (not end-user radios) falls within the scope of a distinct and separate agreement.

1.11 The County's Community Services Department is authorized and shall perform, as requested by the District and with County department head approval, capital construction, property management services and property maintenance as outlined in the Facilities Maintenance Plan between the Parties (Attachment A), subject to District budget allocation and the same state and local law authorities and restrictions as govern the performance of these functions for the County.

1.12 The District may request on-call incident-site fueling from the County with the costs of those services paid to the County by District on a full cost reimbursement basis to include salaries, benefits, and County overhead costs.

1.13 The County is authorized and shall, upon request, perform certain risk management and insurance functions, namely review of contracts and limits, review of lease agreements and contracts with other agencies, assistance with placement and administration of all commercial insurance programs, and claims administration.

2. District's Responsibilities. As consideration for the County's administrative and technical services set forth above, District is responsible for and shall perform the following services outside the boundaries of incorporated cities and other fire protection districts:

2.1 Volunteers. The District shall provide program administration and management oversight of volunteer departments in the unincorporated areas north of Township 22N, MDB&M, unless such services are provided by another fire agency with the approval of the County. Such

oversight shall include but not be limited to, recruitment, retention, training, logistical support and other related services for the volunteer program.

2.1.1 Volunteer Facilities. All real property, buildings, and permanent structures currently owned by the County and utilized by District pursuant to this Agreement, shall remain the property of the County. The County shall retain title and/or ownership of such facilities unless otherwise agreed to in writing by both parties. The free-standing modular facility located at 405 Short St., Gerlach, NV 89412 in Gerlach is excluded from this Agreement.

The District shall be responsible for the routine maintenance, repairs, and upkeep of such volunteer facilities necessary to maintain operational readiness and functionality, excluding the Gerlach community center portion of the building located at 420 Cottonwood St. Gerlach, NV 89412. The District's financial responsibility for the routine maintenance and repairs under this section shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) in year one of this Agreement. For each subsequent fiscal year, the compensation amount shall be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics, or its successor index. The adjustment shall be calculated using the most recently published annual average percentage change available at the time of the County's budget development process.

The District will notify the County when seventy-five percent (75%) of the initial not-to-exceed amount or One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500) has been expended per fiscal year.

For purposes of this section, routine maintenance, repairs and upkeep include, but are not limited to, minor building repairs, system maintenance, preventative maintenance, and facility upkeep. As set forth in Section 1.11 of this Agreement, capital improvements, major renovations, structural repairs, or projects exceeding the limits for the fiscal year shall remain the responsibility of the County unless otherwise agreed to in writing.

The Parties agree to review maintenance needs annually as part of the new fiscal year budget process and to coordinate responsibilities for any capital improvements or major facility investments.

2.1.2 Volunteer Apparatus. All volunteer fire apparatus outlined in Exhibit B, excluding ambulances, that are currently owned by the County and assigned for use in volunteer fire departments shall be transferred to the Truckee Meadows Fire Protection District in as-is condition. Upon transfer, the District shall hold title to such apparatus and assume full ownership responsibility.

Following transfer of ownership, the District shall be solely responsible for all costs associated with the volunteer apparatus, including but not limited to, costs of insurance, licensing, maintenance, repairs, testing, equipment replacement, and eventual apparatus replacement.

The District shall have full authority over the management, assignment, deployment, maintenance standards, and replacement schedule for all volunteer apparatus transferred under this agreement. Any apparatus determined by the District to be surplus, obsolete, or no longer operationally necessary may be disposed of in accordance with District policy.

The parties agree to cooperate in good faith to complete the transfer of title and any associated documentation necessary to effectuate ownership of the volunteer apparatus in a timely manner following execution of this Agreement.

In the event of agreement termination, apparatus utilized by the District for volunteer activities in the area covered by this agreement will be transferred to County.

2.1.3 Volunteer Loose Equipment, Radios, and Personal Protective Equipment. All loose equipment, tools, radios, personal protective equipment (PPE), and other movable firefighting or emergency response equipment currently owned by the County and assigned to volunteer fire departments shall be transferred to the Truckee Meadows Fire Protection District in as-is condition.

Following the transfer of ownership, the District shall be solely responsible for all costs associated with such equipment, including but not limited to, costs of maintenance, repair, testing, replacement, licensing, programming, and ongoing lifecycle management.

The District shall have full authority over the assignment, deployment, maintenance standards, replacement schedule, and disposition of all equipment transferred under this Agreement. Any equipment determined by the District to be surplus, obsolete, or no longer operationally necessary may be disposed of in accordance with District policy and applicable law.

The parties agree to work in good faith to complete the inventory and transfer of all applicable equipment, radios, and PPE in a timely manner following execution of this Agreement.

In the event of agreement termination, equipment utilized by the District for volunteer activities in the area covered by this agreement will be transferred to County in as-is condition.

2.2 Gerlach Ambulance Service. Emergency Medical Services (“EMS”) shall be provided by a third party contracted service as outlined in the Agreement for Services between Washoe County and Contractor, as may be amended or superseded by the County from time to time. The District will work collaboratively with Contractor to ensure delivery of their respective services within the Gerlach response area.

Washoe County shall retain full authority and responsibility for contract administration of the Agreement for Services between the County and Contractor, including contract amendments,

extensions, renewals, and termination decisions. The District shall provide recommendations and operational input to support Washoe County's oversight and decision-making responsibilities. The District shall coordinate regularly with Washoe County staff and Contractor representatives to ensure service delivery expectations are met and that any operational concerns are addressed in a timely manner. The District will collaborate with Contractor on workload statistics for its annual Community Report.

Nothing in this section shall be construed to transfer financial responsibility or legal liability for the ambulance services contract from Washoe County to the District, unless otherwise agreed to in writing by both parties.

2.3 Dispatch Services for Gerlach and Red Rock Volunteers. The District shall provide dispatch services for the Gerlach Volunteer Fire Department, Red Rock Volunteer Fire Department, and any entity the County contracts with for EMS delivery in Gerlach north of Township 22N, MDB&M, through the District's existing dispatch services agreement with REMSA or its successor entity. The District shall be responsible for all costs associated with providing dispatch services.

2.4 Hazardous Fuels Management. The District shall assist County, as the County may reasonably request, with the development of hazardous fuels management and reduction plans and projects on Washoe County owned property, subject to any grading permits and dust control plans obtained or issued by the County. Similar services provided to regulated public utility companies are not covered by this Agreement. The District may pursue grant funding for fuels management projects or planning efforts affecting County properties. When grant or other external funding is available for fuels management work, the District may use such funding to perform the work at no cost to the County, unless otherwise required by the funding source or agreed to in writing. If grant or external funding is not available, the County shall reimburse the District for approved expenses, subject to prior written authorization and the availability of appropriated funds.

2.5 Fire Protection and Emergency ServicesServices. Unless otherwise provided herein, the District shall provide managerial and administrative oversight for emergency medical response, and shall provide fire protection, prevention, and investigation services in the unincorporated areas north of Township 22N, MDB&M. Except as provided in Section 2.2, the District will respond or coordinate mutual aid responses to emergency incidents in unincorporated areas of Washoe County north of Township 22N, MDB&M that exceed the capability of a volunteer response or are outside of the volunteer response areas. The District is not required to provide full-time staffing to the unincorporated areas of Washoe County north of Township 22N, MDB&M.

2.6 Other Fire-Related Services. The District shall provide fire prevention (to include annual business license and operational permit inspections), fire investigation services, and Fire Code compliance reviews and inspections (for maps and other development permits issued by the County) in the unincorporated areas of Washoe County north of Township 22N MDB&M, which are not served by another existing fire agency. Any fees associated with these services shall be assessed in accordance with District policy and paid by the business owner or applicant for the

development project, as applicable. The District's Chief, in the Chief's sole discretion, may withdraw, refuse, or defer such assistance when it conflicts with emergency demand in the District.

2.7 District's Sponsorship of Washoe County Employees in the IQS System. The District will sponsor County Employees in its IQS system to facilitate national emergency response, process resource orders and statusing elements with Sierra Front Interagency Dispatch Center, and billing and reporting composition with Nevada Division of Forestry. The County will assign appropriate accounting numbers for personnel time and will provide personnel rates and hour breakdowns to the District. The District will not incur any financial responsibility or costs associated with County Employee response, but will reimburse Washoe County for its cost upon payment by the State.

3. **Compensation By The District.** The District shall promptly pay the out-of-pocket expenses incurred by the County which are incidental to the performance of the services set forth in Section 1, above. The District shall promptly reimburse the County for costs of parts and salary of County personnel, including overtime expenses, reasonably incurred by the County while providing maintenance of District equipment, buildings, or real property as requested by the District. In addition, the District will pay for its SAP licenses based upon actual billing from the vendor and its proportionate share of the implementation of upgrades for which there is a charge based upon the billing from the vendor. The amounts due under a similar provision in the 2012 Agreement are paid through internal journal entries on the books of the County and District. That practice shall continue, and journal entries are to be processed at least quarterly.

Unless the parties mutually agree otherwise, the County's Cost Allocation Plan shall be utilized to identify expenses for the purpose of equitably allocating and adjusting obligations, costs, and reimbursements under this Agreement. The County's Cost Allocation Plan utilizes the federal government's recommended methodology, and the costs included are allowable in accordance with the requirements of the federal award(s) to which they apply and the provisions of 2 CFR 200.

Any reimbursement obligation shall be allocated in the new fiscal year budget and paid on or before August 31 of each year, commencing with the fiscal year 2026-2027. During the fiscal year budget cycle, when presentations are delivered to the County's and the District's governing boards, the Parties shall review and evaluate the services, costs, and reimbursements under this Agreement, as appropriate.

4. **Compensation By The County.** In consideration for the District's provision of administrative and management oversight to the volunteer fire departments and programs as identified in Section 2 of this Agreement above, Washoe County shall compensate the District in the amount of One Million Three Hundred Thousand Dollars (\$1,300,000) for fiscal year 2026-2027.

For each subsequent fiscal year, the compensation amount shall be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics, or its successor index. The adjustment

shall be calculated using the most recently published annual average percentage change available at the time of the County's budget development process.

Payment shall be made by the County to the District no later than August 31st of each fiscal year, to align with processing charges to the District in section 3, unless otherwise mutually agreed to in writing by both parties.

The parties agree to review the adequacy of this compensation every three years as part of the fiscal year budget and performance review process.

5. **Performance Review.** The parties agree that this Agreement is intended to establish a collaborative and accountable relationship between the Parties that produces high-quality, efficient, and effective governmental services to the unincorporated areas of Washoe County north of Township 22N, MDB&M. Accordingly, the Parties shall conduct regular performance reviews of the services provided under this Agreement.

At least annually, in conjunction with each party's fiscal year budget development process, the County and the District shall meet prior to February 15th to review and evaluate services provided under this Agreement. This review shall include, but not be limited to, service levels, operational performance, coordination effectiveness, and overall service delivery outcomes.

6. **Term; Renewal and Termination.** This Agreement shall have an initial term of approximately five (5) years commencing on the effective date of the Agreement and expiring June 30, 2031. Upon expiration of the initial term, this Agreement shall automatically renew for successive five (5) year periods under the same terms and conditions provided herein, unless either party provides written notice of its intent not to renew the Agreement as provided below.

Either party may elect not to renew this Agreement by providing at least twelve (12) month's written notice to the other party prior to termination of the Agreement.

This Agreement may also be terminated at any time upon the mutual written agreement of the parties.

7. **Notices.** Notices shall be deemed given under this Agreement when in writing and personally delivered or placed in the U.S. Mail, first class, postage pre-paid and addressed as follows:

Truckee Meadows Fire Protection District
Richard Edwards, Fire Chief
3663 Barron Way
Reno, NV 89511
Email: redwards@tmfpd.us

Washoe County
Dave Solaro, Assistant County Manager
1001 E. Ninth Street, Building A
Reno, NV 89512
Email: dsolaro@washoecounty.gov

8. **Entire Agreement.** This Agreement contains all the commitments and agreements of the Parties with respect to the subject matter hereto, and supersedes and completely replaces the Parties' 2012 Agreement. Any oral or written commitments not contained herein shall have no

force or effect to alter any term or condition of this Agreement, unless modified in accordance with Paragraph 9.

9. **Amendment.** This Agreement may be amended or modified only by the mutual written agreement of the parties, ratified in accordance with applicable law, and executed with the same formalities as that which established this Agreement.

10. **Severability.** In case any one or more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions; and this Agreement shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

11. **Waiver.** A waiver of any breach of any provision of this Agreement by any party shall not be construed to be a waiver of any preceding or succeeding breach.

12. **Governing Law; Venue.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada. Venue for any action based upon its terms and the parties' performance hereunder shall be in the Second Judicial District Court of Washoe County.

13. **Limited Liability.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases.

14. **No Third-Party Rights Created.** Nothing contained in this Agreement confers any right or benefit to any person or entity not a party to this Agreement.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

TRUCKEE MEADOWS
FIRE PROTECTION DISTRICT

By: _____ By: _____
Clara Andriola, Chair Clara Andriola, Chair

Date signed: _____ Date signed: _____

ATTEST:

ATTEST:

Clerk

Clerk